# REPORT DOCUMENTATION PAGE

Form Approved OMB No. 0704-0188



| 1. AGENCY USE ONLY (Leave blank) | 2. REPORT DATE | 3. REPORT TYPE AND DATES COVERED |
|---|---|---|
| | 2003 | Final 2003 |

4. TITLE AND SUBTITLE

A Forensic Analysis of Construction Litagation, U.S. Naval Facilities Engineering Command

5. FUNDING NUMBERS

6. AUTHOR(S)

Jeffrey Joseph Kilian

7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES)

The University of Texas at Austin
Austin, Texas

8. PERFORMING ORGANIZATION REPORT NUMBER

9. SPONSORING/MONITORING AGENCY NAME(S) AND ADDRESS(ES)

U.S. Navy Graduate Education Program
Director of Civilian Institution Programs
U.S. Navy Graduate Education Program
Naval Postgraduate School, Code 31A
1588 Cunningham Road, Herrmann Hall, Room 220E
Monterey CA 93943-5143

10. SPONSORING/MONITORING AGENCY REPORT NUMBER

11. SUPPLEMENTARY NOTES

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12a. DISTRIBUTION/AVAILABILITY STATEMENT

Approved for Public Release; distribution is unlimited.

12b. DISTRIBUTION CODE

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12. ABSTRACT (Maximum 200 words)

This thesis analyzes cases of construction litigation involving the U.S. Naval Facilities Engineering Command (NAVFAC) for the period 1982-2003. NAVFAC construction litagation cases were extracted from the historical trail decision record of the Armed Services Board of Contract Appeals (ASBCA). The thesis provides trend data for all "first time" construction litigation cases brought before the board over the last 21 years. A total of 666 cases involving NAVFAC construction contracts were identified over this 21 year period. The characterization of these cases was accomplished through a review and tabulation of ASBCA identified "primary" causes and a subjective analysis of "root" causes from a random sample extracted from the total population. The random sample data set totals 30 cases and was taken from cases litigated in the last 10 years. Recommendation based on the findings are given to NAVFAC.

13. SUBJECT TERMS Commercial law; Contract administration; Litigation; Construction, Armed Services Board of Contract Appeals (ASBCA); Thesis

15. NUMBER OF PAGES

16. PRICE CODE

| 17. SECURITY CLASSIFICATION OF REPORT | 18. SECURITY CLASSIFICATION OF THIS PAGE | 19. SECURITY CLASSIFICATION OF ABSTRACT | 20. LIMITATION OF ABSTRACT |
|---|---|---|---|
| UNCLASSIFIED | UNCLASSIFIED | UNCLASSIFIED | UNCLASSIFIED |

NSN 7540-01-280-5500

Standard Form 298 (Rev. 2-89)
Prescribed by ANSI Std. 239-18
298-102

# A FORENSIC ANALYSIS OF CONSTRUCTION LITIGATION, U.S. NAVAL FACILITIES ENGINEERING COMMAND

by

**Jeffrey Joseph Kilian, B.S., P.E.**

**Thesis**

Presented to the Faculty of the Graduate School of

The University of Texas at Austin

in Partial Fulfillment

of the Requirements

for the Degree of

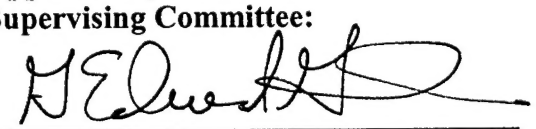
**Master of Science in Engineering**

**The University of Texas at Austin**

**May 2003**

# A FORENSIC ANALYSIS OF CONSTRUCTION LITIGATION, U.S. NAVAL FACILITIES ENGINEERING COMMAND

**Approved by**
**Supervising Committee:**



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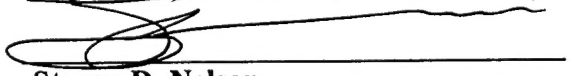

**Steven D. Nelson**

## Dedication

*To my wife, Michaele and*

*my children, Kathleen, Claire, and Mary with love and appreciation.*

## Acknowledgements

I would like to express my sincere appreciation to my graduate advisor, Dr. G. Edward Gibson for all of his efforts in helping me put this thesis together. His patience, mentorship, and professionalism have been outstanding throughout the thesis process. It has been a true pleasure working for him. I would also like to give a special thank you to Steven D. Nelson, Esq. for providing guidance and giving me an introduction to the subject matter. Additionally, I would like to thank the United States Navy and the Civil Engineer Corps for providing me with an opportunity to attend a truly great institution like the University of Texas at Austin. Lastly and most importantly, I would like to thank my wife, Michaele. Her understanding and support have been crucial in the completion of my graduate studies. As my wife and the mother of my children, she is a true team player. Thanks dear.

Date submitted April 14, 2003

## Abstract

# A FORENSIC ANALYSIS OF CONSTRUCTION LITIGATION, U.S. NAVAL FACILITIES ENGINEERING COMMAND

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The University of Texas at Austin, 2003

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This thesis analyzes cases of construction litigation involving the U.S. Naval Facilities Engineering Command (NAVFAC) for the period of 1982-2002. NAVFAC construction litigation cases were extracted from the historical trial decision record of the Armed Services Board of Contract Appeals (ASBCA). The thesis provides trend data for all "first time" construction litigation cases brought before the board over the last 21 years. A total of 666 cases involving NAVFAC construction contracts were identified over this 21 year period. The characterization of these cases was accomplished through a review and tabulation of ASBCA identified "primary" causes and a subjective analysis of "root" causes from a random sample extracted from the total population. The random sample data set totals 30 cases and was taken from cases litigated in the last 10 years. Recommendations based on the findings are given to NAVFAC.

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# Chapter 1. Introduction

## 1.1 Purpose

The purpose of this thesis is to perform a review, trend analysis, and classification of construction contract litigation associated with the U.S. Naval Facilities Engineering Command (NAVFAC) for the period of 1982 to 2002 (a period of 21 years). For the purposes of this thesis, the term litigation is defined as a "first time" dispute heard before the Armed Services Board of Contract Appeals (ASBCA). "First time" disputes are cases that have never been brought before the ASBCA for resolution. Request for review at the ASBCA is a legal step taken by contractors as a response to the denial of claims on the part of the NAVFAC. These claims are typically characterized as requests for additional compensation, and/or time.

There is a common belief in the construction industry that litigation is on the rise. One issue currently facing NAVFAC is whether or not this is true. If it is in-fact a correct observation, what then is its impact on the shore facilities construction and maintenance programs of the United States Navy? Are there common factors present within the recent litigation history of NAVFAC that can help to identify possible areas of concern? Can this information lend itself to improvements in NAVFAC operations and policies?

Through an analysis of causal information, this thesis provides NAVFAC with a snapshot of their construction litigation history. Findings are presented by outlining trends and identifying causes of litigation. The analyzed data will help NAVFAC to identify possible locations for improvement within their contracting, construction, and facilities management programs.

The end product of this thesis is to provide NAVFAC with a construction litigation data set comprising first time cases seen before the ASBCA from 1982 – 2002. The data extracted from this case set will include an objective analysis of primary causal information as defined by the ASBCA and a subjective analysis of root causes from a randomly sampled set of cases covering the period of 1993-2002. In addition, recommendations will be given to NAVFAC reflecting the data analysis.

**1.2 Scope**

The scope of this thesis focuses on two primary areas. The first includes a complete examination of the "primary" causes of litigation associated with NAVFAC construction contracts over the last 21 years. "Primary" causes are identified and defined within the text of each decision rendered by the ASBCA. ASBCA decision history is reported by an outside publishing entity named Commerce Clearing House Inc. The cases examined for this thesis have been taken from CCH Inc. publications and recorded in annual segments. The second focal point includes a subjective analysis of "root" causes from a randomly

sampled set of cases. A representative sample; covering the last ten years (1993 - 2002) of construction cases was extracted and analyzed to look closer at recent litigation. The assignment of "root" causes is accomplished through the use of a subjective approach outlined in Chapter 4. The random sample data will be drawn from the same ASBCA decision history data set compiled for the total population. The analysis of both sets of data will reveal trends in the causes of litigation involving NAVFAC construction contracts.

## 1.3 Objectives

The objectives of this thesis are therefore to:

1. Characterize "first time" litigation for NAVFAC construction projects during the period 1982 to 2002;
2. Develop a methodology for "root" cause analysis of construction litigation;
3. Perform a "root" cause analysis of a random sample of ASBCA reviewed NAVFAC projects over the past 10 years;
4. Develop a database for all NAVFAC construction litigation cases for the period of 1982 to 2002; and
5. Provide recommendations to NAVFAC based on the findings of this research.

# Chapter 2: Background

This chapter presents background information regarding the construction industry and litigation. It was gathered as a result of a literature review and conversations with personnel at NAVFAC Headquarters.

## 2.1 Overview

There is a perception in society that the rate of litigation is on the rise. Some decry the negative impacts of litigation while others vigorously defend the process and espouse the potential benefits associated with the tort system. Issues surrounding medical malpractice lawsuits are currently garnering much attention with the American public. Despite media reports supporting the belief that these actions are increasing in number, recent studies have indicated that they are actually declining in frequency and award amount (Pasztor, 2003). Can this be said for the construction industry as well? In particular, is this true for NAVFAC?

The construction industry comprises one of the largest segments of the U.S economy. Recent figures place total construction output around $856 billion dollars per year. The industry employs nearly 7.9 million workers (Construction Industry Statistics, 2001). Approximately 8% of the U.S. gross domestic product is linked to the construction industry (Construction Industry Statistics, 2001). In

1999, publicly owned construction was valued at $158 billion dollars (Construction Industry Statistics, 2001). The industry has a major impact in a number of supporting industries as well. Examples of its influence can be seen in the manufacture of construction materials and supplies, equipment, and furnishings. The industry also affects the banking, transportation, and industrial sectors of our economy.

## 2.2 Construction Project Participants

The primary participants in any given construction project can normally be categorized into three areas. They include the owner, the designer(s), and the contractor(s). Together these parties participate in a collaborative effort to fund, design, and construct a given project. Secondary participants typically include sureties, insurance companies, material suppliers and governmental regulatory agencies.

The owner is the party that develops and funds the project concept. This entity can be represented by a private party or the government. In the example of a government project, the owner is in-fact the government itself and it is typically represented in the form of an agency such as NAVFAC or the Department of Transportation. Most government projects will utilize an internal standalone project management team that provides liaison between the fiscal control authority, design resources, and the contractor. Private sector owners may or may

not have a project management team. Larger private sector owners tend to employ their own project management team (Stipanowich, 1998). These teams normally act in the same capacity as government project management teams. Definitions and background information regarding NAVFAC and its field level project management team composition is covered in Chapter 3.

The designers are sometimes referred to as the Architect/Engineer or the "A/E" firm. The designers can be employed by either the owner or the contractor depending on the type of contract. In Design–Build contracts, the designer will work for the contractor. In other contracts, the designer is typically employed by the owner. In some instances, the designer can also act as the project manager. In structural or "vertical" construction, architects generally fill this role and hire the necessary engineers to conduct the design process. In civil or "horizontal" construction, engineers fill the prime design role.

The contractor is the other participant in the process. The term contractor can refer to either the general contractor or the subcontractor or both. Most contractors in the United States are small and operate in a local or regional capacity (Stipanowich, 1998). The contractor's livelihood is always tied to the success or failure of their projects. They have a vested interest in maximizing their profits and minimizing their losses. Contractor levels of business and legal experience are varying and quite diverse.

The last group of participants plays a secondary but supportive role in the construction process. Sureties provide bonding services for the general contractor, subcontractors and/or material and equipment suppliers. Insurance companies provide insurance coverage for potential liability issues such as workers compensation, accidents, etc. Material suppliers provide the requisite material needed to complete the project. Lastly, governmental regulatory agencies provide federal, state and local oversight on mandatory regulations and statutes. Agencies can include the Occupational Safety and Health Agency (OSHA), the Environmental Protection Agency (EPA), Mine Safety and Health Administration (MSHA), etc.

### 2.3 The Evolution of a Dispute

Construction contracts are complex and as a result can be interpreted in any number of ways. It is not uncommon for disputes between the owner, designer, and the contractor to arise during the execution of a project. These parties often view the construction process from differing perspectives. For example, a common dispute situation may arise when a contractor claims to be entitled to additional compensation, time, or both for an issue that has developed on the project. Driving factors behind the claim may be (McMullan, 2003):

- Owner caused delays,
- Performing extra work not detailed in the design,

- Deficiencies in design, plans, and specifications,
- Performing work that was more difficult than described in the contract,
- Differing site conditions, or
- Owner initiated change orders (additive or deductive).

In this type of scenario, either the contractor or owner may be "in the right" depending on the facts surrounding the situation. However, there is often a shared responsibility for the development of the dispute. These differences can be resolved in any number of ways. Leading trade groups and governmental agencies such as the Associated General Contractors of America, the American Society of Civil Engineers, the U.S. Army Corps of Engineers, and U.S. Naval Facilities Engineering Command have advocated the use of alternatives to litigation. These alternatives procedures are commonly referred to as Alternative Dispute Resolution (ADR) procedures. More recently, these groups have also advocated Dispute Avoidance procedures. Both dispute avoidance and dispute resolution procedures are often loosely referred to as ADR (Nelson, 2003).

NAVFAC has embraced two major changes in their contracting process in the last ten years in an attempt to mitigate disputes with their contractors. One of the two changes includes the implementation of an ADR technique known as Partnering.

NAVFAC officially promulgated partnering guidance to their Engineering Field Divisions and Engineering Field Activities in February 1991 (Schmader,

1994). Partnering is defined as a management process in which participants in the construction process are brought together with the purpose of integrating and maximizing each others services in order to best achieve business objectives (CII, 1996). Partnering is not a formal legal process or "quick fix" for sub par performance (CII, 1996). The use of partnering facilitates communication and problem solving by providing an inclusive environment for the involved participants. Partnering allows for potentially troublesome issues to be addressed in a proactive fashion before they can evolve into disputes. Partnering affords the involved parties the opportunity to share their common goals and strategies for the execution of the project (Nelson, 2003). In the end, the results of partnering can be measured against what was initially invested in the process.

The second NAVFAC contracting initiative included the implementation of Design-Build contracts. In 1992, the U.S. House of Representatives passed a pentagon authorization bill that allowed the U.S. Navy Chief of Civil Engineers to issue more Design-Build contracts (Roth, 1995). Prior to that point, the Navy had been involved with Design-Build contracts on a small scale. Design-build is a delivery method using a contractual agreement between an owner and a single entity that has design and construction responsibilities (CII, 1997).

Design-build helps to identify early project costs, reduces the numbers of responsible parties for design and construction, and potentially provides for shorter design and construction schedules (CII, 1997). Despite the use of

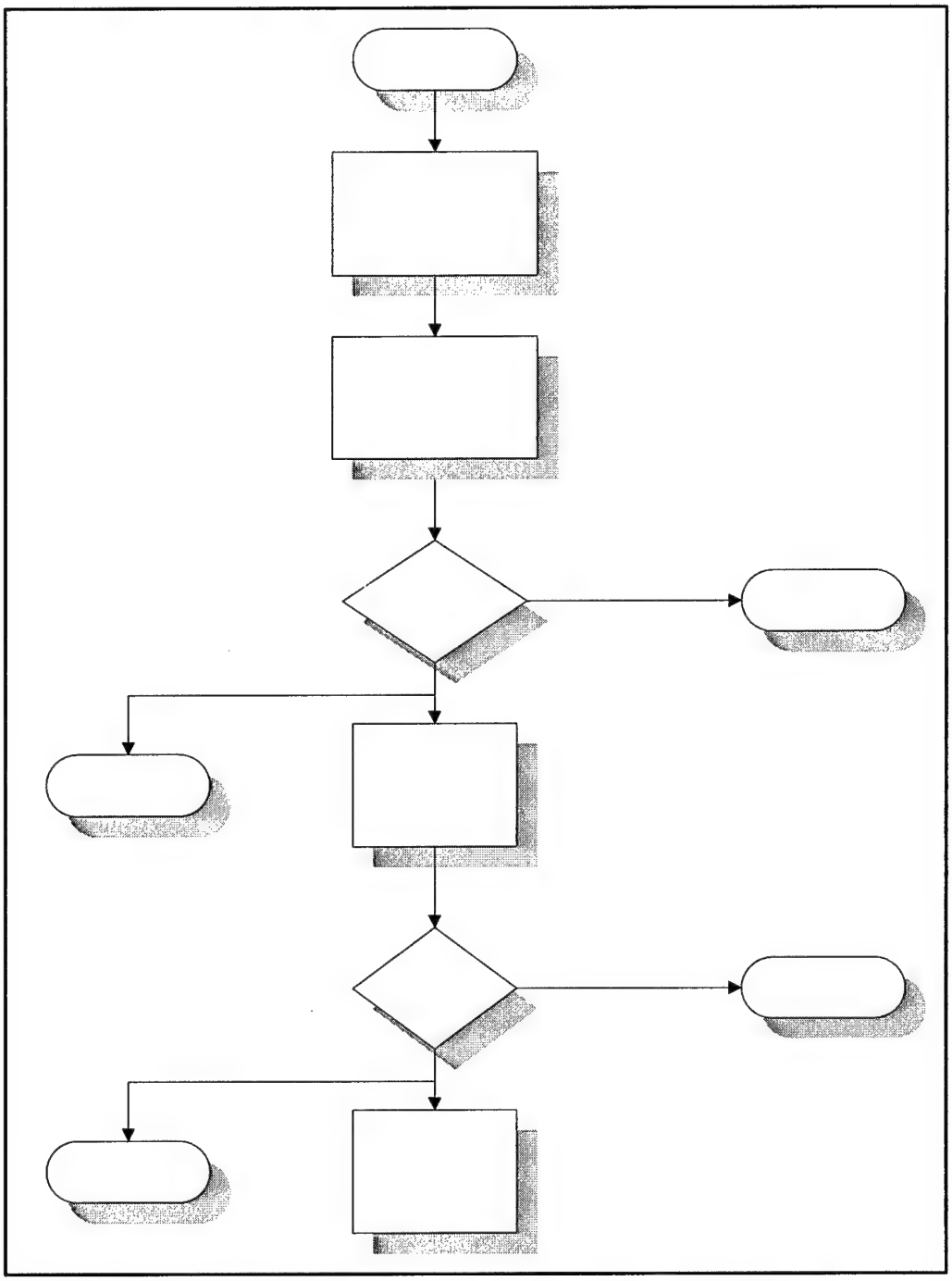
Partnering and Design-Build, NAVFAC does encounter situations where parties are unable to reconcile their differences. For these types of situations, federal contract regulations allow for contractors to have the opportunity to submit claims.

## 2.4 NAVFAC Claims Process

Construction contracts claims administered by NAVFAC allow the submittal of claims on the part of the contractor and eventual judicial review if necessary. Initially, an attempt is made to resolve the dispute at the project level with the government project representative. If a remedy is not agreed upon, the contractor can submit its claim to the Contracting Officer for resolution or final decision. If the claim exceeds $100,000, it must be certified. The certification must accompany the claim (Keating, 2003). See Chapter 3 for a definition of the role and responsibilities of the Contracting Officer. If the contractor is not satisfied with the Contracting Officer's final decision, it can appeal to the Armed Services Board of Contract Appeals (ASBCA) or the U.S. Court of Federal Claims (COFC). For the purposes of this thesis, the ASBCA represents what the author has defined as the first line of litigation. The contractor can opt for either the ASBCA or the COFC (Keating, 2003). Therefore, the ASBCA or the COFC can be the first place that a claim is actually litigated. This thesis only analyzes data from cases heard before the ASBCA. Appeals from decisions of the ASBCA

and the COFC go to the U.S. Court of Appeals for the Federal Circuit and then to the U.S. Supreme Court if necessary (Keating, 2003).

It should be noted that both the contractor and the government can file claims against one another in accordance with the Contract Disputes Act of 1978(CDA). The CDA requires the Contracting Officer to render a final decision or notify the contractor when a decision will be made within 60 days. After a contracting officer's final decision is issued, the contractor has 90 days to appeal to the ASBCA. Alternatively, the contractor may appeal to the COFC not later than one year after the final decision (Keating, 2003). Figure 1 illustrates the process by which a contractor's claim is handled if a non-litigation resolution is not possible at the field level.



* Further appeals are allowed to the U.S. Supreme Court if necessary

**Figure 1. NAVFAC Claims Process**

## 2.5 Claim Causal Data (Previous Study)

A previous study of pre-litigation construction claims was conducted in 1984 by James E. Diekmann and Mark C. Nelson. They looked at the causes of claims that had been resolved prior to litigation or with the use of alternative dispute resolution. Their study focused on 22 federally administered construction projects that generated a total of 427 claims. They found that the following causes contributed to the submission of claims:

**Table 1. Claim Cause Summary (Diekmann and Nelson, 1984)**

| Cause | % |
|---|---|
| Design Errors | 39 |
| Changes | 30 |
| Differing Site Conditions | 15 |
| Weather | 7 |
| Value Engineering | 4 |
| Strike | 1 |
| Other | 4 |
| Total | 100 |

The data from this thesis will show that the causes behind claims identified in the Diekmann and Nelson's study are not necessarily the same as that of the causes associated with litigation. Specific discussion of causal data associated with NAVFAC construction contracts and litigation are discussed in Chapters 5 and 6.

# Chapter 3: U.S. Naval Facilities Engineering Command

This chapter provides a brief overview of the U.S. Naval Facilities Engineering Command (NAVFAC) including its organization, mission, and facility development process.

## 3.1 Organization and Mission

The U.S. Naval Facilities Engineering Command is headquartered in Washington D.C. and is responsible for global shore infrastructure construction, maintenance, and management for the United States Navy and Marine Corps. NAVFAC is a worldwide organization that manages a construction volume exceeding $3.7 billion dollars per annum (Armes, 2003). NAVFAC employs a total of 16,000 military and civilian personnel (NAVFAC, 2002). These figures include engineers (military and civilian), engineering technicians, contracting and procurement specialists, and attorneys. The military officers who work for NAVFAC are assigned to the Civil Engineer Corps of the United States Navy. NAVFAC's areas of specialty include:

- Base Development, Planning, and Design
- Military Construction
- Public Works
- Utilities and Energy Services

- Base Re-Alignment and Closure (BRAC)
- Environmental Programs
- Weight Handling (Cranes)
- Military Operations and Contingency Engineering
- Acquisition
- Real Estate
- Family and Bachelor Housing
- Ocean Engineering
- Transportation Management and Planning

The award and management of construction contracts is handled regionally by any one of eleven Engineering Field Divisions (EFD) or Field Activities (EFA). These field divisions and activities are found in the following locations throughout the world:

- EFD Chesapeake – Wash D.C.
- EFD Atlantic – Norfolk, VA
- EFD South – Charleston, S.C.
- EFD Southwest – San Diego, CA
- EFD Pacific – Honolulu, HI.
- EFA Northeast – Lester, PA.
- EFA Midwest – Chicago, IL
- EFA West – Daly City, CA
- EFA Northwest – Poulsbo, WA.
- EFA Southeast – Jacksonville, FL
- EFA Mediterranean – Naples, Italy

The Engineering Field Divisions and Activities are primarily responsible for contract award, fiscal management, internal and external design development and consultation, environmental regulation, contractor claims, and other related legal issues. Project management is delegated to the local level and is placed in the purview of a Resident Officer-in- Charge of Contracts (ROICC). Within the ROICC office, individual project engineers or Assistant Resident Officer's-in-Charge of Contracts (AROICC) are assigned to specific projects. The civil service equivalent of the AROICC is an Assistant Resident Engineer-in-Charge of Contracts (AREICC). For the purposes of this thesis, reference will only be made to the AROICC. The AROICC's are the day-to-day individuals responsible for the contract management and construction engineering associated with a given project.

### 3.2 Contracting Regulations

The basis of NAVFAC contracting procedure is grounded in the Federal Acquisition Regulation (FAR) and the Department of Defense Supplement to the Federal Acquisition Regulation (DFAR). These two documents form the regulatory framework for the award and management of contracts with the Federal Government and the Department of Defense.

### 3.3 Contract Award Process

NAVFAC contracts are typically awarded at the EFD or EFA level by a Contracting Officer. The Contracting Officer issues final approval for all contract modifications regardless of cost/no-cost status. Fixed price, sealed bid contracts are usually submitted by the contractors at a pre-disclosed location and time within the jurisdiction of the applicable EFD and EFA. Contract awards involving negotiation or sole source selection are normally conducted at the applicable EFD or EFA.

### 3.4 Government Project Management Team

Contract management responsibility for a given project is primarily assigned to the AROICC (Project Engineer). On matters concerning contract administration, modification, and payments, the AROICC is assisted by a Contract Specialist. For issues involving quality assurance and field inspection, the AROICC may be assisted by a Construction Representative (CONREP).

The Contract Specialist works with the AROICC in preparing for contract modification negotiations and the issuance of payment. Collectively, the AROICC and the Contract Specialist develop a scope, an estimate, and a negotiation strategy for a given modification.

The AROICC also interacts with the contractor on a daily basis in the field. He/she is responsible for overseeing quality assurance, managing requests for information, overseeing the project schedule, and paying the contractor. For

these tasks, the AROICC may be assisted by a CONREP. Together, the AROICC, the Contract Specialist, and the CONREP form the nucleus of the government's contract management team.

Another important individual involved with a contract is the Contracting Officer. While this individual is not considered an immediate member of the project management team, they are given warranted authority to issue funds and modify contracts. They are charged with the overall fiscal responsibility of a project. This person can be a Civil Engineer Corps officer or a member of the civil service. As mentioned in Chapter 2, the Contracting Officer represents the last level of dispute resolution before a claim is forwarded to litigation.

### 3.5 NAVFAC Legal Staff

NAVFAC has full-time legal staff responsible for all issues related to their construction contracts. These lawyers are located at each of the Engineering Field Divisions and Engineering Field Activities. They normally act in an advisory role on matters of contract development, solicitation, contract award procedure, environmental regulation, termination, and dispute.

NAVFAC has a litigation team located at its headquarters in Washington D.C. NAVFAC's in-house litigation team is responsible for litigating claims less than $400,000 (Sears, 2002). Claims exceeding this figure are referred to the U.S Navy Trial Litigation Team. This entity is not found within NAVFAC; rather it is a Navy-wide organization responsible for litigation covering any type of contract

issued by the U.S. Navy. Both of these offices can represent the U.S. Navy on matters of construction litigation before the ASBCA.

# Chapter 4: Research Methodology

This chapter describes the process by which the author gathered data regarding litigation case causes. The data collected for this thesis was extracted from the collective decision history of the ASBCA for the period of 1982-2002.

## 4.1 Data Collection

This study began with an investigation of available databases listing construction contract litigation. It was found that NAVFAC specific data was not consistently available in any one resource. Since the focus of this thesis was to find construction litigation data directly related to NAVFAC, it was decided to review each volume of case decision history as reported by Commerce Clearing House Inc for the ASBCA. The author manually surveyed each volume of decision history for the period covering 1982 -2002 (CCH, 1982, et al.).

## 4.2 Case Selection (Total Population)

The case information gathered in this thesis was taken solely from the ASBCA decision history. The ASBCA most often represents the first level of judicial review by which a contractor can seek legal relief for a claim denial on the part of the government. This is generally the first place that litigation occurs in the Navy construction claim process. All of the cases presented in this thesis were litigated in front of the ASBCA and resulted in a rendered decision. The

author used the following process in selecting cases for inclusion to the total population count.

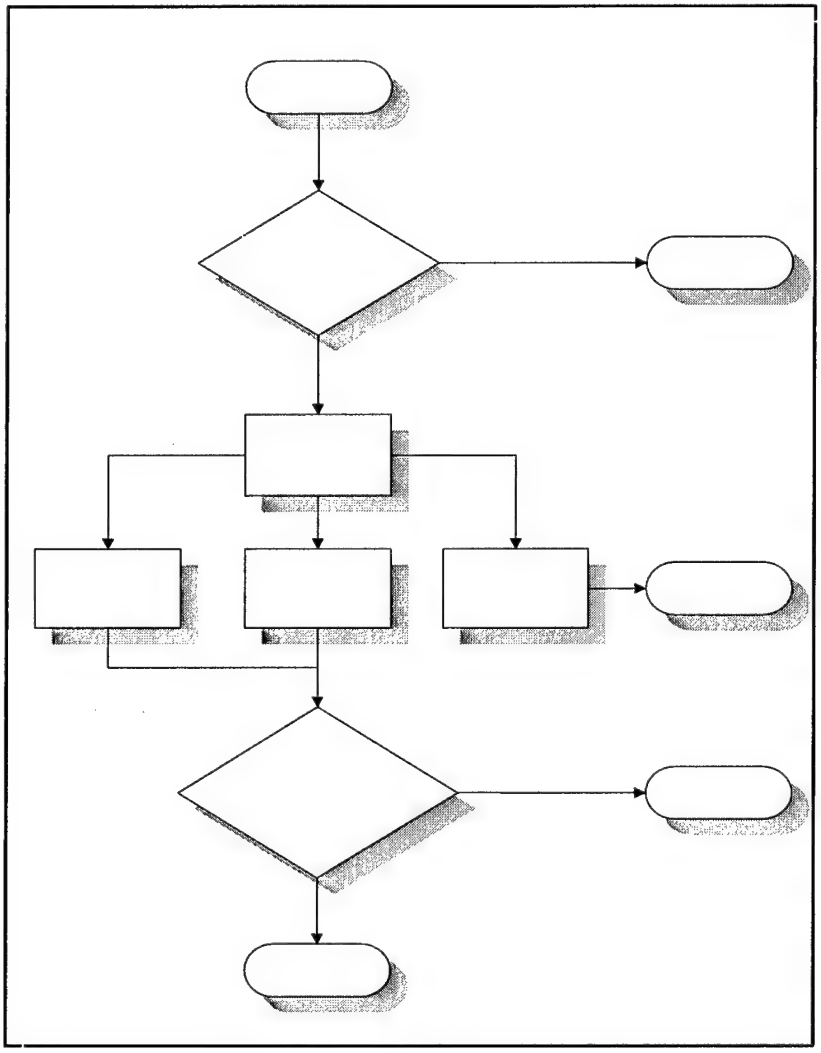


**Figure 2. Case Selection Process**

Special attention was placed on whether or not the cases had been tried before the ASBCA. If a case had previously been before the ASBCA and it was back again on appeal within the timeframe (1982-2002) outlined in the thesis, it

was disregarded so as not to risk a double count in the final total. Standard ASBCA procedure calls for the assignment of a number to each case. Cases before the board on appeal from a prior ASBCA decision are assigned new numbers. Careful attention was placed on reading the case overview at the beginning of each decision so as to determine whether or not the case was on appeal. ASBCA decisions clearly indicate whether or not the decision presented is in response to an appeal of a prior decision. Additionally, original case numbers are retained by the ASBCA and listed in the decision so as to provide a reference point to past court actions. Lastly, it should be noted that all of the dates referenced in this thesis represent the government's fiscal year (1 Oct – 30 Sept). Decision and awards dates cited reference this calendar.

The author categorized NAVFAC related cases into three basic types of contracts or projects. Table 2 illustrates examples of the three types of contracts. The decision to classify project types was a preliminary step used to extract applicable cases. The author considered these divisions to be Construction, Construction Maintenance, and Service contracts. Construction and Construction/Maintenance cases were included in the final count for analysis. Service contracts were not included because the intent of this thesis was to focus solely on contracts of a construction nature. Construction and Construction Maintenance contracts were not segregated and analyzed separately, rather they were treated as the same when evaluating and assigning causes of litigation.

**Table 2. Example Contract-Project Descriptions**

| Contract | Applicable Projects |
|---|---|
| Construction | New structures, roads, utilities, etc |
| Construction Maintenance | Repair or replacement of utility system components, remodeling, etc |
| Service | Janitorial, grounds maintenance, base housing maintenance, etc |

### 4.3 Data Summary (Total Population)

Information was collected from each of the cases identified in the initial review of decision history. The format provided by the ASBCA outlines a legal description for each case and why it was being tried. The ASBCA records causal information in order of importance for each decision. The same process was repeated for this thesis. A complete listing of causal information for each case was recorded.

The following information was recorded for each case:

- Case #
- ASBCA Ref #
- ASBCA #
- Decision Date
- Contract #
- Litigation Cause(s)
- Contract Description
- Contract Award Amount
- Award Date
- Litigation Affected Contract Duration Period (Days)

This thesis only considers the "primary" causes or the first cause assigned by the ASBCA. Additional identifying data for each case was recorded and

included for future study. For a complete listing of cases and causes, refer to Appendix A. A total of 666 cases were identified for this period.

### 4.4 Statistical Analysis (Total Population)

A statistical analysis was performed on the data extracted from the total population. The overall period of study (1982-2002) was subdivided into two smaller periods (1982-1992 and 1993-2002). The latter period represents the emergence of design-build and partnering practices in NAVFAC construction contracts. The data was analyzed by separately comparing the means of total cases litigated, duration periods, and "primary" causes of litigation for the two defined periods. For example, the mean number of cases litigated between 1982 and 1992 was compared against the mean number of cases litigated between 1993 and 2002. A statistical verification of means was required in order to determine whether or not there was a downward or upward trend associated with a given variable. The statistical verification of differences in means was accomplished by utilizing an Analysis of Variance (ANOVA). The author selected a level of significance of 0.05 for all of the ANOVA runs. This value represents a point against which the ANOVA generated p-value or observed level of significance is measured to determine whether or not the null hypothesis is valid. The null hypothesis assumes that the means of two samples are equal (Vardeman, 1994). If the p-value is less than 0.05 it can be concluded that the two means are

significantly different. The smaller the p-value, the more doubt as to the validity of the null hypothesis (Vardeman, 1994). If the p-value is greater than 0.05 than it can be concluded that the means are not significantly different and therefore there is stronger evidence in support of the null hypothesis (Vardeman, 1994).

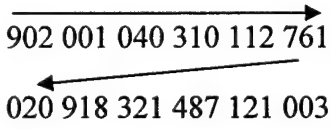
### 4.5 Period of Analysis (Random Sample)

A subjective analysis of litigation causes was conducted on a randomly sampled set of cases after the data from the total population had been compiled. These cases were culled from the population summaries covering the period of 1993-2002. The decision was made to extract the cases from this period as it represents the same timeframe in which Partnering and Design-Build contracting procedures had been implemented by NAVFAC. It was felt that a sample pulled during this timeframe would be able to provide the most relevant information regarding subjectively determined litigation causes. The random sample totaled 30 cases. Statistically, this number qualifies as a large sample and does not require adjustment or modification. The cases were sampled using a random number table.

### 4.6 Case Selection (Random Sample)

The number of cases brought before the ASBCA in the period between 1993 and 2002 totaled 295. The cases for this period were placed in chronological order and numbered 1 through 295. A random number table was

used to select the 30 cases represented in the sample. A starting point was determined by random selection of a given number in the table. Moving left to right and down, three digit numbers corresponding to the range of 001-295 were selected. The random number table used for extraction listed digits in the following format:




Numbers were selected from the point of origin and then in a continuous manner until such time that 30 numbers had been extracted.

### 4.7 Data Summary (Random Sample)

A subjective process of analysis was applied to each of the cases found within the random sample. The goal behind the analysis of the random sample was to extract "root causes" not easily gleaned from the legal issues outlined in the ASBCA decisions. Unlike the analysis conducted on the total population, the random sample review focused on finding all of the underlying factors that drove a given claim to litigation. The process of analysis is described in the following paragraphs. It should be noted that the summation of causes per case listed in the Chapter 6 will not equal the number of cases extracted for the sample population. Some of the cases included more than one cause. There were also cases where causes were assigned to both the government and the contractor. For these reasons

the total number of causes in this sub-sample equaled 91. "Root" cause totals are summarized in Appendix C.

The first step of cause assignment began with an initial pass through the sample. The assignment of a "root" cause(s) was made for each case. The descriptive term initially assigned to each cause was the result of judgment on the part of the author. The second step was the compilation and recording of "root" causes. Once the initial pass through the random sample had been completed, the aggregate list of causes was recorded and analyzed as a whole. Similar cause descriptions were consolidated and redundant descriptions were eliminated. A second review was then conducted on the sample and once again repeat descriptions were consolidated under a more generalized list. For descriptive purposes, "root" causes are also titled as 1st tier causes. Once the pool of "root" causes had been established, they were assigned to 2nd tier or more generalized groups. These 2nd tier groups are titled sub-categories. Finally, the grouped causes were assigned to a 3rd tier or categorical classification group. These categorical descriptions are intended to represent different segments of a construction project for both the owner and the contractor. They are titled in a manner so as to differentiate between the owner and contractor roles in the construction process. Figure 3 provides a sample map of root cause assignment for a case involving a contractor induced problem. Tables 3 and 4 illustrate the assignment of causal descriptions for both the government and the contractors.

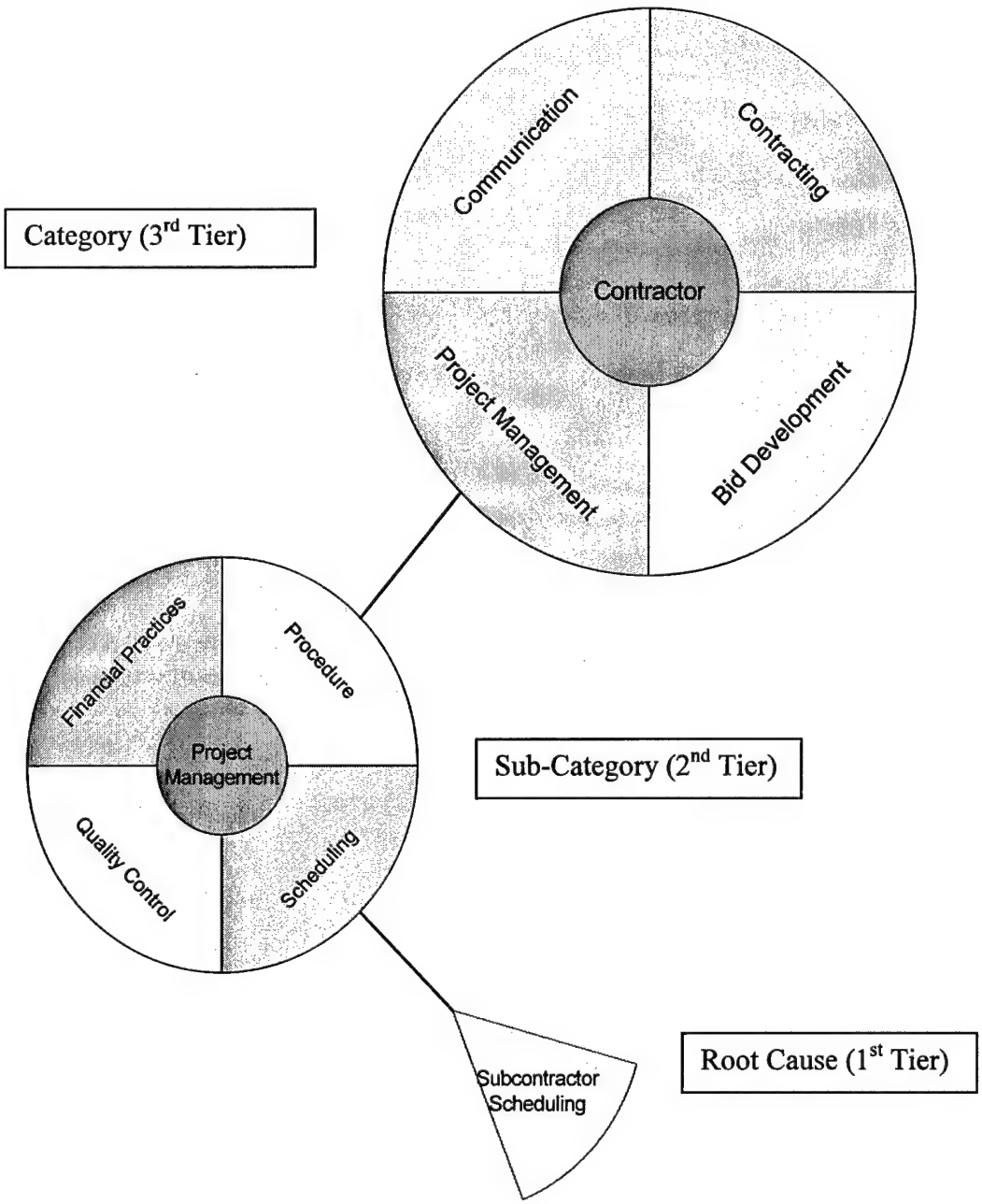



**Figure 3. Sample Map for Root Cause Assignment (Contractor)**

**Table 3. Government Causes of Litigation (Random Sample)**

| | Category | | Sub-Category | Root Cause(s) | Case(s) # |
|---|---|---|---|---|---|
| 1 | Project Management | a | Pre-Award Design Review | Unforeseen Site Conditions | 10 |
| | | | | In-Place Conditions Verification | 4, 27 |
| | | | | Failure to Clarify Requirements | 21, 25 |
| | | | | | |
| | | b | Change Orders | Timeliness (Response) | 23, 26 |
| | | | | Incomplete Scope of Work | 12 |
| | | | | Issuance of Drawings | 23 |
| | | | | Contractor Lockout | 14 |
| | | | | | |
| | | c | Pre-Const Conf. Procedures | Explanation of Contract Requirements | 19, 22, 26, 28 |
| | | | | | |
| | | d | Quality Assurance | Contractor Monitoring | 11,18, 20 |
| | | | | On-Site Guidance | 25 |
| | | | | | |
| 2 | Communication | a | Pre-Award | Disregard for Cost-Savings Proposal | 2 |
| | | | | Clarity of Requirements | 29 |
| | | b | Post-Award (Const. Phase) | Explanation of Contract | 26, 27, 28 |
| | | | | Operational Coordination | 23 |
| | | | | Notification of Government Delays | 20 |
| | | | | Return of Correspondence | 20 |
| | | | | Explanation of Contract Procedures | 9, 14 |
| | | | | Explanation of Related | 28 |
| | | | | Changed Requirements | 29 |

**Table 3. Government Causes of Litigation (Random Sample)**

| | Category | | Sub-Category | Root Cause(s) | Case(s) # |
|---|---|---|---|---|---|
| | | c | Internal | Communication with Architect/Engineer | 11 |
| | | | | Between Owner Project Management Team and Contract Authority | 20 |
| | | | | | |
| 3 | Design Errors | a | Drawings | Clarity of Requirements | 8, 22 |
| | | | | Missing Components | 18, 20 |
| | | | | Equipment Placement | 3 |
| | | b | Specifications | Inclusion of Metric Requirements | 29 |
| | | | | Installation Instructions | 2 |
| | | | | | |
| 4 | Contracting | a | Award Scheduling | Seasonal Restrictions | 4 |
| | | b | Bid Review | Bid Accuracy | 17 |
| | | c | Negotiation Procedures | Failure to Clarify Requirements | 21, 25 |
| | | d | Knowledge of Local Statutes | Contractor Rights After Dissolution | 24, 30 |
| | | | | Armed Services Board of Contract Appeals Procedure | 30 |

**Table 4. Contractor Causes of Litigation (Random Sample)**

| | Category | | Sub-Category | Root Cause(s) | Case(s) # |
|---|---|---|---|---|---|
| 1 | Contracting | a | Familiarity of the Contract | Interpretation of Drawings and Specs | 1, 3, 8, 20, 22, 23, 27, 28, 29 |
| | | | | Assumed Rights | 19 |
| | | | | Interpretation of Contract at Bid | 22 |
| | | b | Client Contracting | Payment Procedures | 9 |
| | | | | Small Business Association (8a) | 13 |
| | | | | Knowledge of Termination Process | 28 |
| | | | | Attempt to Pass On Legal Fees and | 16 |
| | | | | Weather Delay Calculations | 23 |
| | | | | Knowledge of Environmental Regs. | 22 |
| | | | | Bonding Requirements | 5 |
| | | c | Negotiation Procedures | Failure to Clarify Requirements | 21, 25 |
| | | | | | |
| 2 | Project Management | a | Procedure | Pre-Construction Conference | 15 |
| | | | | Submittal Preparation and Submission | 15, 26 |
| | | | | Material/Equipment Selection | 26 |
| | | b | Scheduling | Activity Sequencing | 2 |
| | | | | Equipment | 4 |
| | | | | Material Delivery | 10 |
| | | | | Schedule Execution | 12, 20 |
| | | | | Scheduling Subcontractors | 10 |

**Table 4. Contractor Causes of Litigation (Random Sample)**

| | Category | | Sub-Category | Root Cause(s) | Case(s) # |
|---|---|---|---|---|---|
| | | c | Financial Practices | Missing Adjustment Proposals | 25 |
| | | | | Payment of Subcontractors | 14 |
| | | d | Quality Control | Placement of Unauthorized | 4 |
| | | | | Improper Placement of Material | 6, 11 |
| | | | | | |
| 3 | Bid Development | a | Estimating | Completeness | 3 |
| | | | | Material Selection | 2 |
| | | | | Faulty Methodology | 7, 16, 17 |
| | | | | Construction Method Selection | 18 |
| | | | | | |
| 4 | Communication | a | Internal | Communication with Subcontractors | 14, 16 |
| | | b | Post-Award | Pending Delays with Material Delivery | 23 |
| | | | | Changes in Construction Method | 18 |

## 4.8 Summary

The data analysis using the methodology presented in this chapter will be given in Chapters 5 and 6. An objective method of causal determination was used for the "total population" set and a subjective approach for the "random sample". Both approaches were designed to identify the causes behind litigation for a given case. Descriptive statistical analysis methods along with standard charts and tables have been utilized to describe trend and causal data from both the total and sample populations.

# Chapter 5: Data Presentation (Total Population)

This chapter will present information concerning data associated with the total population extracted from the ASBCA decision history.

## 5.1 NAVFAC Cases Litigated (Total)

The number of NAVFAC construction cases litigated in the period between 1982 and 2002 totaled 666 cases. These data are represented in a year-by-year frequency chart as given in Figure 4; showing frequency of decisions rendered on an annual basis by the ASBCA from 1982 – 2002. The average number of cases for the period covering 1982- 2002 was 31.7 per annum. The average number of cases for the period covering 1982 – 1992 was 37.9 cases per annum. The average number of cases for the period covering 1993–2002 was 24.9 per annum. An analysis of variance (ANOVA) yields a P-Value equal to 0.0505. Therefore, the results can be interpreted in two different ways. Statistically, the P-value exceeds the level of significance (in this case 0.05) and therefore the two means are not significantly different. However, the closeness of the two values can also be interpreted as there being significant differences between the means. The author concludes that there is a significant difference in the means and that there has been a reduction in the frequency of litigation for the two periods in question. Reference Appendix E for a complete listing of the ANOVA data calculated for this chapter. On the surface it appears that there may

be a relationship, beginning in 1993, between the implementation of NAVFAC's Partnering Program and Design-Build contracts and the declining number of cases. Both of these initiatives were implemented in 1991 and 1992 respectively. However, it should be noted that the numbers of cases are recorded by decision not award date. There is an average lag associated with each of the years reported. For these reasons, it is not accurate to assume that the Partnering and Design-Build initiatives match directly with the numbers reported in Figure 4. The out-year numbers (1993-2002) and the overall downward trend may be due to a number of factors including the successful implementation of Partnering, the more frequent awarding of Design-Build and Cost Plus contracts, Best Value selection, and a possible paradigm shift in internal policy on the part of NAVFAC towards its claim settlement process. In the course of this research, the author found nothing to contradict these possibilities. However, no specific causal link between the trend and the above cited practices was made. Intuitive reasoning on the part of the author formed these conclusions.

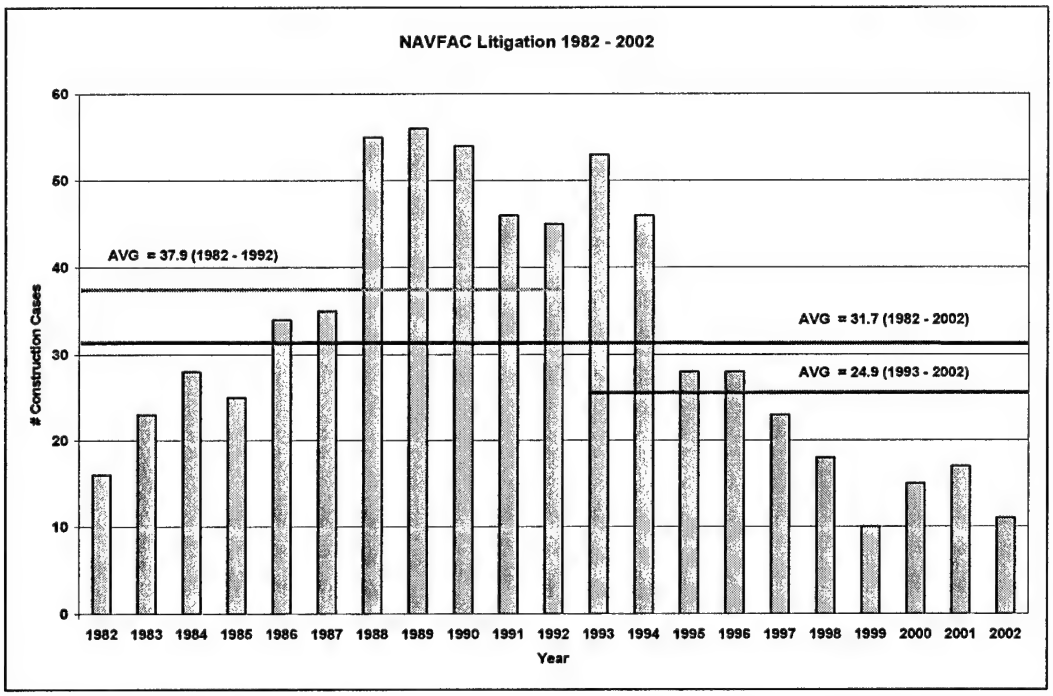



**Figure 4. Total Cases Litigated, 1982 – 2002**

## 5.2 Final Deposition Period

The typical final deposition period appears to have increased despite a declining number of NAVFAC related cases. For the purposes of this thesis, the final deposition period is defined as the total amount of time between contract award and the decision rendered by the ASBCA. The affect of litigation appears to have had a negative impact on the time associated with final contract closeout. The maximum deposition period was found in the year 2000 with an average final deposition period of approximately 8.8 years. The cases litigated in 2000 were, on average, awarded in 1991. The average final deposition period for litigated cases in the period of 1982 to 1992 was 4.67 years. The average climbed to 5.96 years for 1993 to 2002. An ANOVA analysis shows that the null hypothesis of equal means is not valid as the calculated P-Value equals 0.038. This value is less than the level of significance (0.05) and therefore, it can be shown statistically that there has been an increase in the final deposition periods associated with cases that have gone to litigation. Figure 5 provides a graphical representation of the differing means.

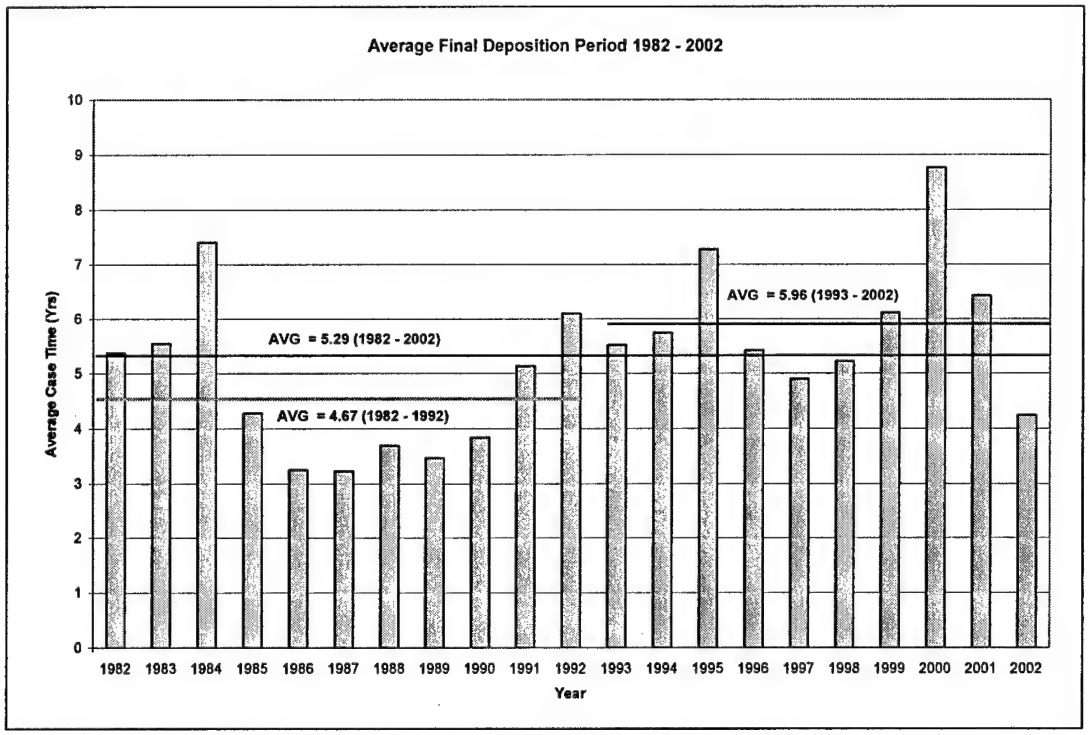



**Figure 5. Average Final Deposition Periods**

## 5.3 Primary Causes

The "primary" cause of litigation for each case as listed by the ASBCA was recorded and summarized. A complete, comprehensive listing of all causes for each case can be found in Appendix B. The "primary" causes listed below were provided by and described in the decision history of each case. The author categorized these "primary" causes and ranked them accordingly. The categories in the following graph represent ASBCA terminology and are self-descriptive. It is interesting to note that these results do not match the primary causes of claims

(pre-litigation) as described in the Construction Claims study (Diekmann and Nelson, 1984) referenced earlier.

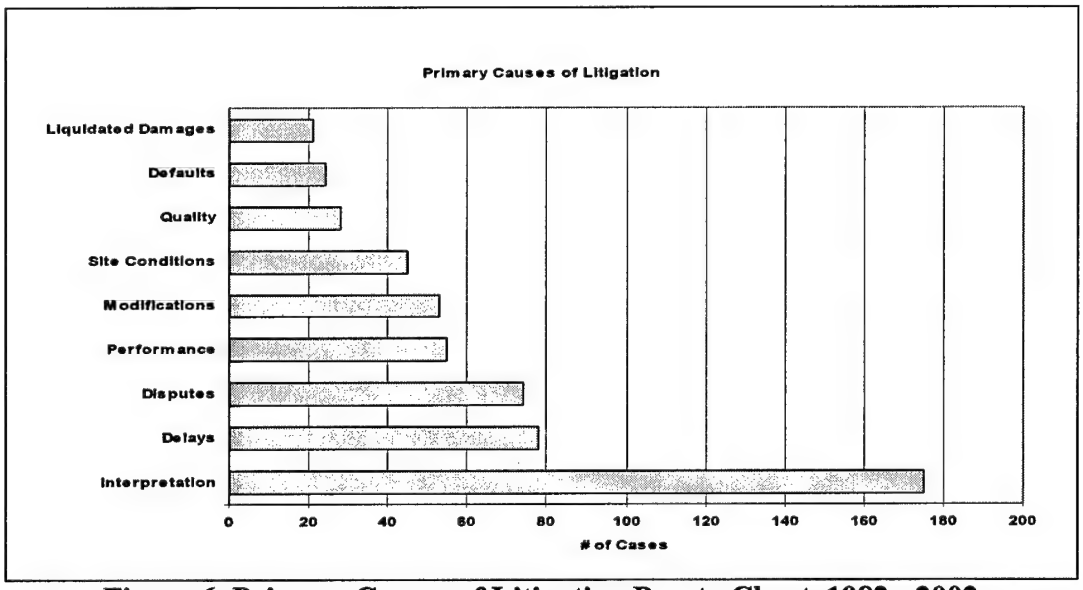



**Figure 6. Primary Causes of Litigation Pareto Chart, 1982 - 2002**

### 5.4 Primary Causes Defined

The descriptions associated with the "primary" causes of litigation as defined by the ASBCA are generalized terms designed to cover any number of situations. A listing of sample excerpts and situational descriptions is provided to better illustrate the intent of the court in identifying relevant legal issues. See Appendix A for a complete listing of definitions identified by the ASBCA.

#### 5.4.1 Interpretations of Contracts

The majority of cases were assigned to the category of "Interpretation of Contracts". This is a wide ranging classification used by the board to characterize misinterpretation of the contract and/or contract requirements.

**Sample Excerpt:**

**ASBCA No. 44863 Jul 29, 1992, Contract No. N62474-75-C-6276**

**Interpretation of Contracts – Drawings – Reasonableness of Interpretation**

"The increased costs incurred by a construction contractor in replacing inertia pads it had constructed in a boiler room with larger pads that complied with the vibration isolation and seismic isolation for medical air compressors..... In constructing the inertia pads the contractor relied on the plumbing drawing. The drawing was not drawn to scale..... It was clear from a reading of the specifications that the contractor was to choose air compressors and matching inertia pads ....."

**Table 5. Interpretation of Contracts Examples**

| Cause | Situational Descriptions |
|---|---|
| Interpretation of Contracts | Improper referencing of specifications and drawings, failure to read provisions, acting outside of the scope of the contract, etc. |

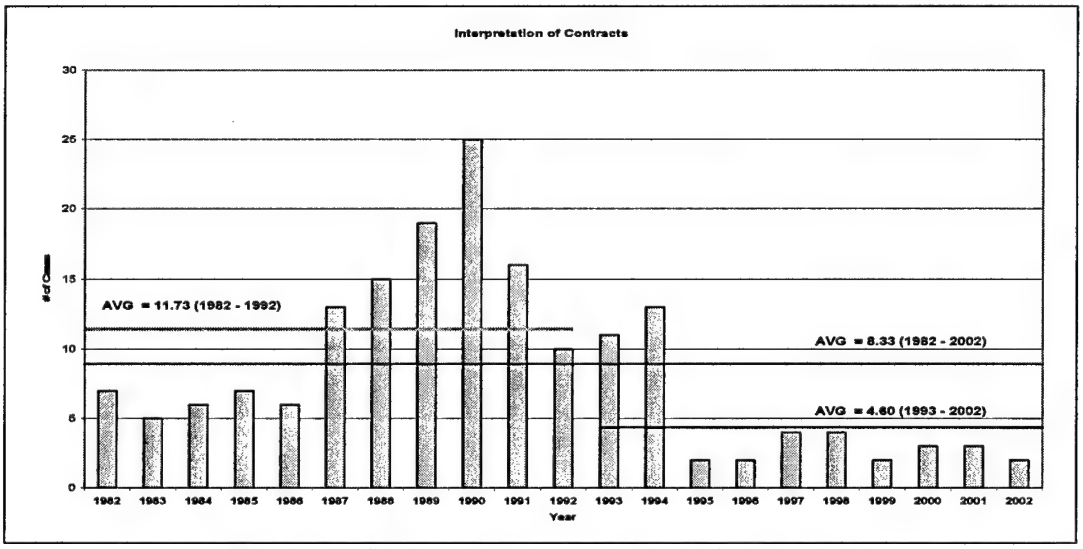



**Figure 7. Causes (Interpretation of Contracts)**

The interpretation of contracts cause is the most prevalent of all of the primary causes identified. The data indicates that there has been a decrease in the number of instances over the last ten years. Average annual numbers of occurrence from 1993 to 2002 are 4.60 as compared to 11.73 for 1982 to 1992. Overall average numbers equal 8.33 for 1982 to 2002. An ANOVA analysis utilizing a level of significance equal to 0.05 yields a P-value equal to 0.007. The

resulting interpretation of this calculation is that the means of the two periods are significantly different. The frequency of occurrence for this litigation cause has declined in the last ten years. The improved trend may be an indication of the positive impact of the use of Partnering and Design-Build practices. Partnering and Design-Build initiatives are intended to eliminate misunderstandings that can result in the misinterpretation of contracts. It is noted that caution should be exercised in drawing generalized conclusions regarding the data and its downward trend. A sizable percentage of the cases reported in the period between 1993 and 2002 were awarded prior to the implementation of both of these initiatives. This information combined with the fact that the overall majority of claims associated with this study were submitted at the end of the contract, leads the author to conclude that it would be inappropriate to draw a complete conclusion that there is a relationship between the downward trend and the implementation of Partnering and Design-Build. However, it is equally unreasonable to wholly discount the positive effects these two initiatives may be having on the declining rate of occurrence in the out-years (1995 – 2002).

### 5.4.2 Delays

The next common "primary" cause for litigation within the total population is delays. Delays are defined as any action taken by either party; that causes an interruption of the construction schedule. The action results in a negative impact on the other party and/or the project.

**Sample Excerpt:**

**ASBCA No. 37351, Feb 26, 1993. Contract No. N62477-81-C-0408**

**Delays – Adjustments - Mitigation**

"A contractor replacing a heat distribution system was not entitled to additional compensation for idle equipment, because the government was not responsible for the equipment being idle on-site. The contractor failed to explain why it had moved the equipment…."

**Table 6. Delay Examples**

| Cause | Situational Descriptions |
|---|---|
| Delay | Job-Site accessibility, RFI response time, modification issuance, submittal submission and/or approval, etc. |

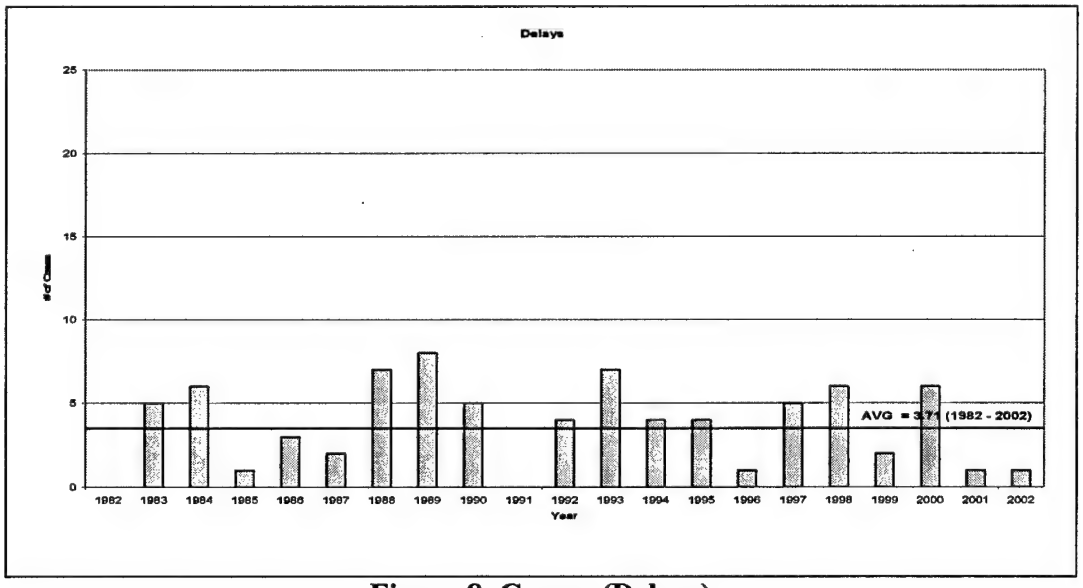



**Figure 8. Causes (Delays)**

The average case occurrence for this category was roughly the same for the periods covering 1993-2002 (3.70) and 1982-1992(3.72). An ANOVA analysis utilizing a level of significance equal to 0.05 produced a P-Value of 0.98. There is not a significant statistical difference in between the two means and null hypothesis is accepted. Therefore there is not a significant decline in the frequency of occurrence in the last 21 years. Delays on the part of the government are often the result of unpredictable changes in operational tempo, jobsite accessibility restrictions, etc. Due to the nature of these types of situations, it is often impossible to avoid disagreements on the scope of incurred damage.

### 5.4.3 Disputes

Disputes are generally procedural disagreements between the contractor and the government. The government party most often cited by the contractor is the Contracting Officer. As mentioned earlier in Chapter 3, the Contracting Officer is the individual who is generally the first line of appeal for the contractor if there is impasse at the field level. When the Contracting Officer denies an appeal, the contractor can proceed to the ASBCA for relief. Therefore, the data surrounding "Disputes" is a representation of general instances not covered by another category when the Contracting Officer has denied a contractor appeal. It is a "catch-all" category.

**Sample Excerpt:**

**ASBCA No. 46664, Mar 14, 1995. Contract No. N62472-90-C-0424**

**Disputes, Claims –Submission to Contracting Officer – Same Set of Operative Facts**

"The board had jurisdiction over an appeal claiming 26 days of overhead costs, even though the original claim denied by the contracting officer was for only 20 days...."

**Table 7. Disputes Examples**

| Cause | Descriptions |
|---|---|
| Disputes | General disagreements with the contracting officer on issues of procedure or decisions rendered. |

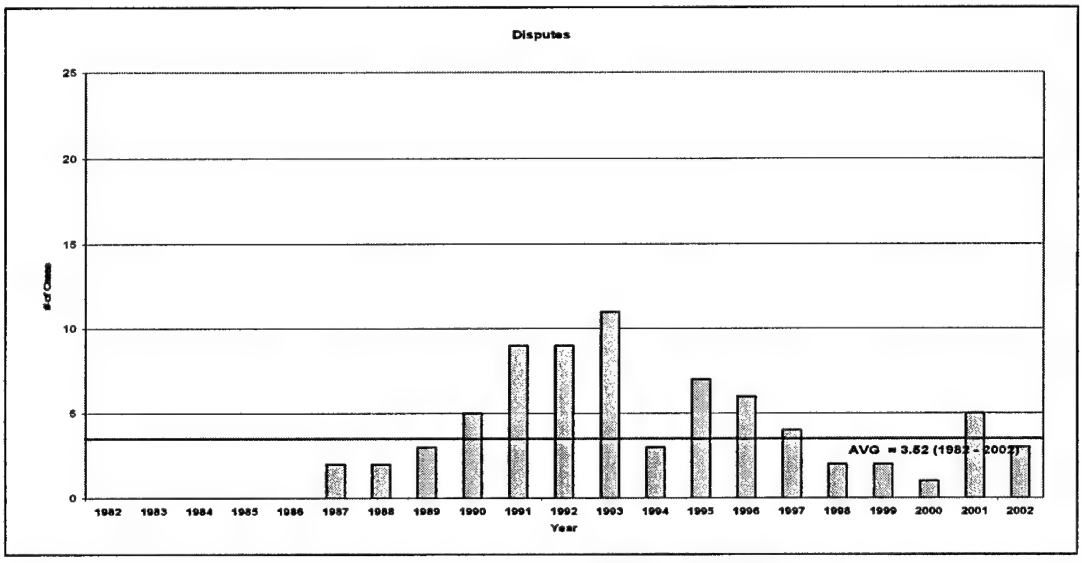



**Figure 9. Causes (Disputes)**

The average occurrence rate for this cause was 4.40 from 1993-2002 and 2.73 from 1982-1992. An overall average rate of occurrence for the period of

1982-2002 is 3.52. An ANOVA analysis utilizing a level of significance equal to 0.05 indicates that the means between the two periods are not significantly different. The analysis yields a P-Value of 0.26. The disputes cause was not identified in ASBCA decision history before 1987. The author suspects that this is the reason behind an increase in the rate of occurrence over the last ten years. The ASBCA may have begun to use this classification in 1987 so as to better describe issues not easily covered by other categories.

**5.4.4 Performance**

Performance describes the failure of the contractor or the government to properly execute their responsibilities under the terms and conditions of the contract. The trend for this cause follows the same pattern as the overall trend for the total population.

**Sample Excerpt:**

**ASBCA No. 41098, Jul 22, 1993. Contract No. N62470-83-C-3281**

**Performance – Specifications – Concrete Slab**

" A building construction contractor's claim for the costs of complying with a direction to replace a concrete floor slab was denied, despite its contention that the specifications were defective....In order to effectively reinforce concrete to prevent cracking, it was necessary to place wire mesh in the top half of the slab...The contractor failed to do so."

**Table 8. Performance Examples**

| Cause | Situational Descriptions |
|---|---|
| Performance | The use of inappropriate construction methods or materials, failure to meet project deadlines, etc… |

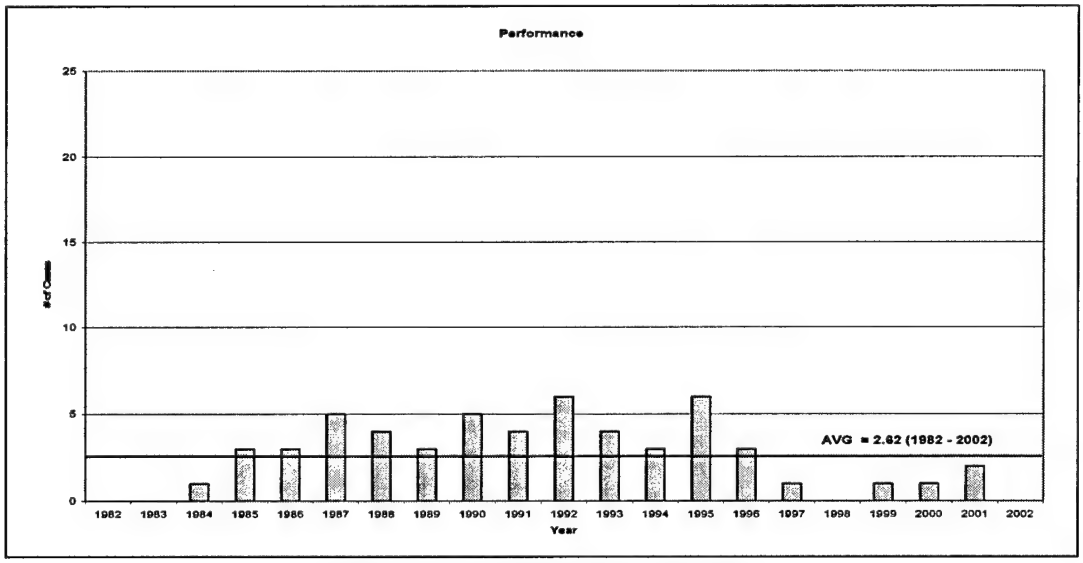



**Figure 10. Causes (Performance)**

The performance cause data is another interesting example of where Partnering and Design-Build may be yielding beneficial results. The case histories reveal that "Performance", like "Interpretation of Contracts" is most often the result of a misunderstanding between one or more of the participants in the construction process. A total of four occurrences of performance related issues have been heard before the ASBCA in the last five years (1998 – 2002). The average rate of occurrence of this cause is 2.10 for the period of 1993-2002 as compared to 3.09 for 1982-1992. An ANOVA analysis utilizing a level of significance equal to 0.05 yields a P-Value of 0.26. The resulting interpretation of

this calculation is that the null hypothesis of equal means is accepted and that the sample period means are not significantly different, although there appears to be a downward trend.

### 5.4.5 Modifications

Modifications represent the next category of "primary" litigation causes. This cause addresses differences generated because of the introduction of contract modifications. A contract modification can be any type of change to the scope of the project and/or a change in contractual procedural language. A modification can be additive or deductive in nature.

**Sample Excerpt:**

**ASBCA Nos. 47418, 47987, 47988, Jun 7, 1996. Contract No. 68711-92-C-6414**

**Modifications – Bar to Claims – Release by Contractor**

"A contractor was not entitled to a price adjustment, on the basis of the amount of a judgment awarded to a subcontractor against the contractor in a state court action, because the contractor executed a modification that released the government from all claims without reservation."

**Table 9. Modifications Examples**

| Cause | Situational Descriptions |
|---|---|
| Modifications | Issuance, terms of agreement, scope, payment, etc. |

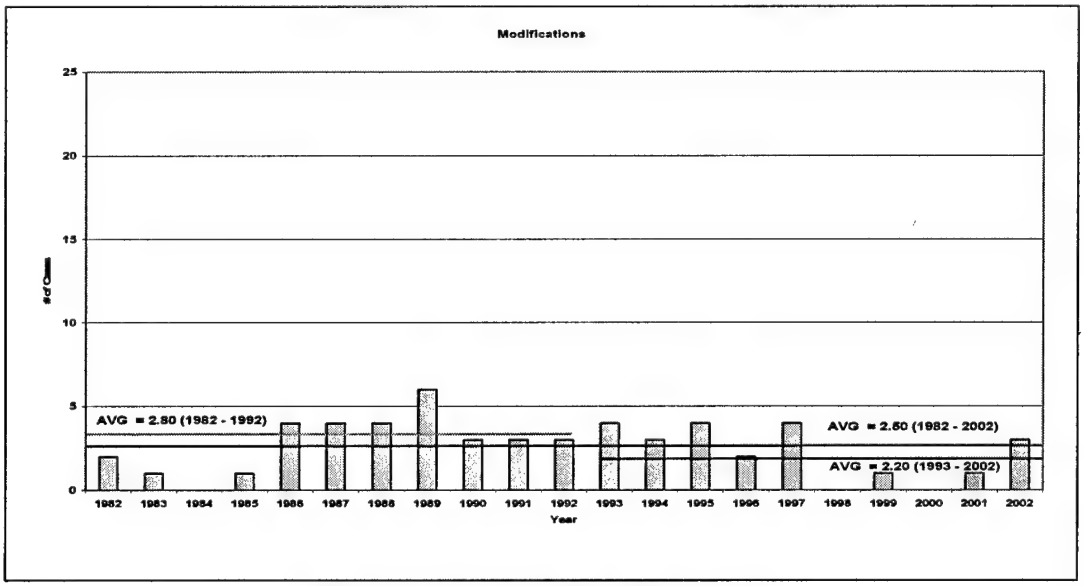



**Figure 11. Causes (Modifications)**

The average rate of occurrence for modifications over the last 21 years is 2.50 per annum. The average rate for the period covering 1993 – 2002 was approximately 2.20 per annum. The average rate of occurrence from 1982-1992 was 2.80. Once again, an ANOVA analysis utilizing a level of significance equal to 0.05 reveals that the mean are not significantly different and that the null hypothesis of equal means is accepted. Statistically, there is no significant improvement in the frequency of occurrence. However, it is demonstrated graphically that noticeable improvement is seen in the last five years where the rate of occurrence has dropped to an average of 1.00 cases per annum. A total of five instances of modifications issues have been seen before the ASBCA between 1998 and 2002. The drop-off of modification cases may be due to a number of factors including Partnering, Design-Build, better field level training for project

management personnel at the Civil Engineer Corps Officer School, and the separation of contracting functions within the government's project management team.

### 5.4.6 Site Conditions

The site conditions cause represents situations where actual site conditions are not what they appeared to be prior to the submission of the bid. This is commonly found in projects where the contractor is not given or doesn't have the ability to survey the site prior to bid development. This is the first of the "primary" causes identified from this thesis to have been found in the Diekmann Nelson study. Its appearance at the ASBCA has been declining in the last four years. Examples of site condition descriptions are listed in Table 10.

**Sample Excerpt:**

**ASBCA Nos. 48715,48716, Jul 25, 1997. Contract No. N62467-88-C-0657**

**Site Conditions – Relief for Differing Site Conditions-Notice**

"Costs incurred in changing compaction methods for backfill material were not compensable, because the contractor failed to give any notice of the differing site condition...."

**Table 10. Site Conditions Examples**

| Cause | Situational Descriptions |
|---|---|
| Site Conditions | Unforeseen, differing, lack of pre-award site access, etc. |

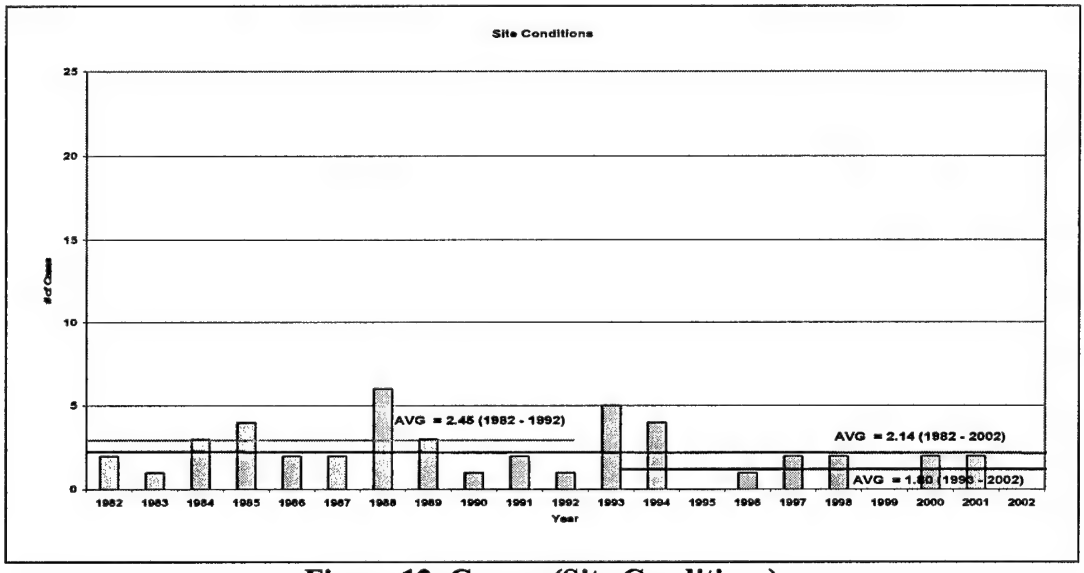



**Figure 12. Causes (Site Conditions)**

The site conditions cause data shows an average occurrence rate from 1982-2002 of 2.14 per annum. The average occurrence rate over for the period of 1993-2002 is 1.80 cases per annum as compared to 2.45 for 1982-1992. An ANOVA analysis utilizing a level of significance of 0.05 yields a P-Value of 0.36. These findings support the null hypothesis that the means are not significantly different. Instances of this cause have been low in the last few years. While there is no direct evidence from the decision history that a lack of partnering and/or design-build led to the presence of this cause prior to 1993, it is interesting to note that once again an improved trend can be seen in the last five years. The average occurrence rate over the last five years is 1.2 cases per annum. Two of the last five years have had no occurrences whatsoever. Undoubtedly, improved

communication between the participants in NAVFAC projects has led to the resolution of issues associated with unforeseen or challenging site conditions.

### 5.4.7 Quality

Quality issues are commonly related to differences in material selection and construction method. This cause is generated when there is a disconnect between the quality control and quality assurance regimens of the contractor and the government.

**Sample Excerpt:**

**ASBCA No. 52327, May 3, 2001. Contract No. N33191-96-C-0716**

**Quality – Compliance with Specifications - Approvals**

"A claim for additional costs and a time extension arising from the removal and replacement of nonconforming light pole anchor bolts was denied because the government's approval of the contractor exterior lighting…."

**Table 11. Quality Examples**

| Cause | Situational Descriptions |
|---|---|
| Quality | Faulty material selection, improper or inappropriate construction methods, etc. |

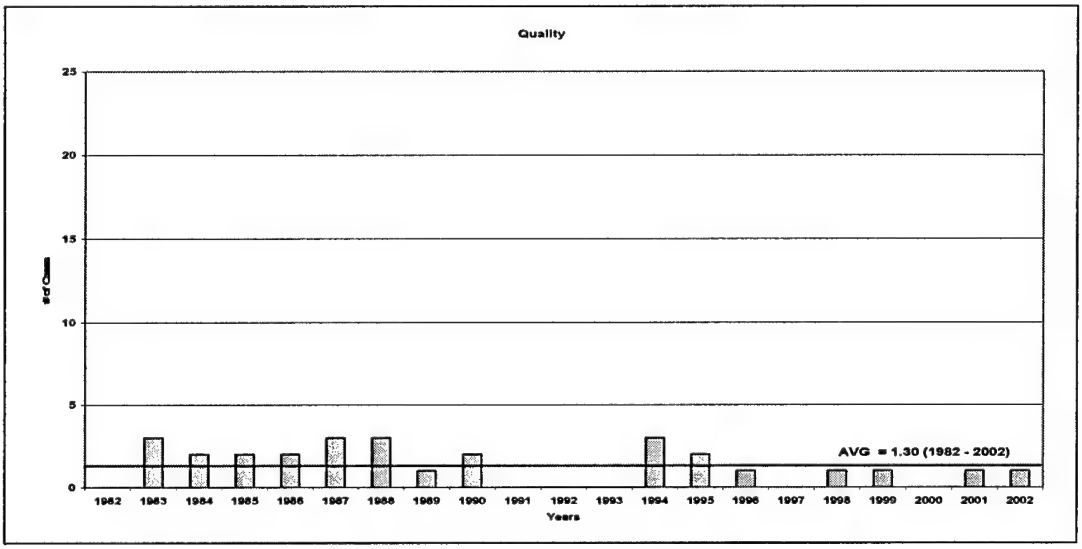



**Figure 13. Causes (Quality)**

The rate of occurrence for quality claims over the entire 21 year period averaged 1.30 cases per annum. The rate of occurrence for the period of 1993-2002 was slightly less at 1.00 cases per annum. The rate of occurrence between 1982 and 1992 is 1.63. An ANOVA analysis utilizing a level of significance equal to 0.05 yielded a P-Value of 0.19. The results indicate that the null hypothesis is valid and there is not a significant difference between the means of the two periods. Larger gains in the reduction of quality are seen in the last seven years where the rate of occurrence dropped to 0.57 cases per annum. Only four cases have been recorded by the ASBCA in the last seven years. The data surrounding the decrease in quality issues does provide additional evidence that Design-Build may be having a positive impact on the mitigation of claims concerning poor quality work and material selection. An additional factor to be considered is NAVFAC's aggressive pursuit of professional registration

requirements for all its engineers. The result of this action may be reflected in the data segment in the form of better qualified personnel performing Quality Assurance functions.

### 5.4.8 Default

Default addresses issues of contract "Termination for Default" on the part of the contractor. The Default cause can be characterized as the contractor disputing a "Termination for Default" on the part of the government or a request by the government for a summary judgment of dismissal of a claim by the contractor contesting termination.

**Sample Excerpt:**

**ASBCA No. 51874, Nov 13, 2000. Contract No. N62472-94-C-5259**

**Defaults, Grounds – Failure to Progress – Completion Date**

"The default termination of a construction contract was appropriate because there was no reasonable likelihood that the work would be performed by the completion date."

**Table 12. Default Example**

| Cause | Situational Description |
|---|---|
| Default | Contract termination for default, contractor appeal for wrongful termination, etc. |

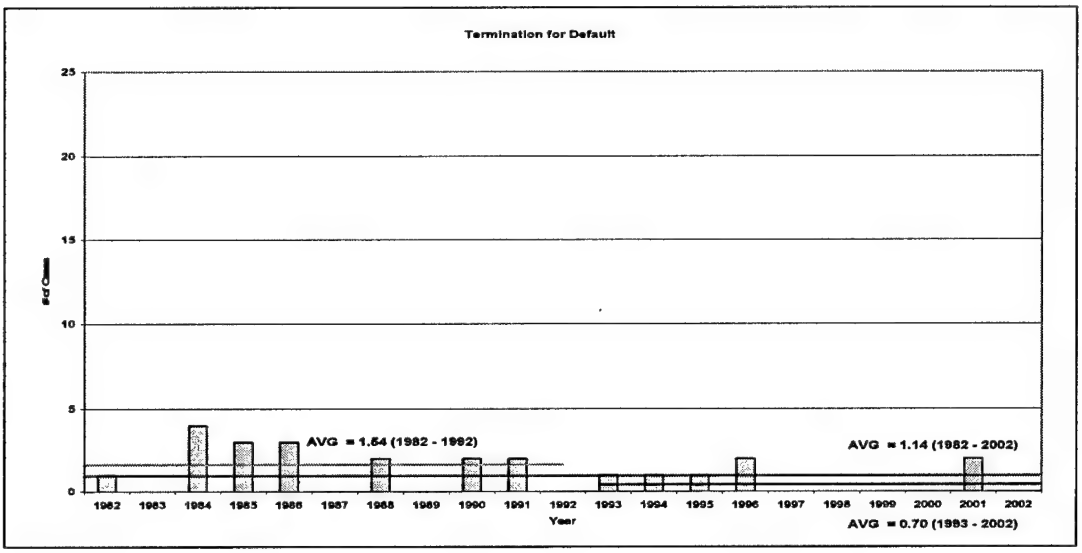



**Figure 14. Causes (Default)**

The average overall rate of occurrence for this cause is 1.14 cases per annum. The average is slightly less at 0.70 cases per annum for the period of 1993-2002. The average rate between 1982 and 1992 is 1.54. An ANOVA analysis utilizing a level of significance of 0.05 produced a P-Value equal to 0.11. These results support the null hypothesis that the means are not significantly different. It is difficult to draw meaningful conclusions from the default data as these are rare occurrences. There were only two occurrence of this issue being seen before the ASBCA in the last five years. Typical cases involving default are those of the contractor contesting their termination for default. Most cases of termination in NAVFAC construction contracts involve termination for convenience whereby the government and the contractor mutually agree to terminate the contract.

### 5.4.9 Liquidated Damages

The last "primary" cause identified is liquidated damages. Claims involving liquidated damages are normally filed by a contractor. Sureties may file a claim in the case of a contractor who has been terminated. The contractor or surety is typically seeking to reduce or eliminate monetary damages assessed by the government. Liquidated damages are assessed by the government when a contractor fails to complete a project by the contract completion date.

**Sample Excerpt:**

**ASBCA No. 44256, January 30, 1998. Contract No. N62477-89-C-0079**

**Liquidated Damages – Substantial Performance – Date of Completion**

"A surety was entitled to a reduction of liquidated damages because the liquidated damages had wrongly been assessed after the date of beneficial occupancy."

**Table 13. Liquidated Damages Examples**

| Cause | Situational Descriptions |
|---|---|
| Liquidated Damages | Assessment of, method of, amount, etc... |

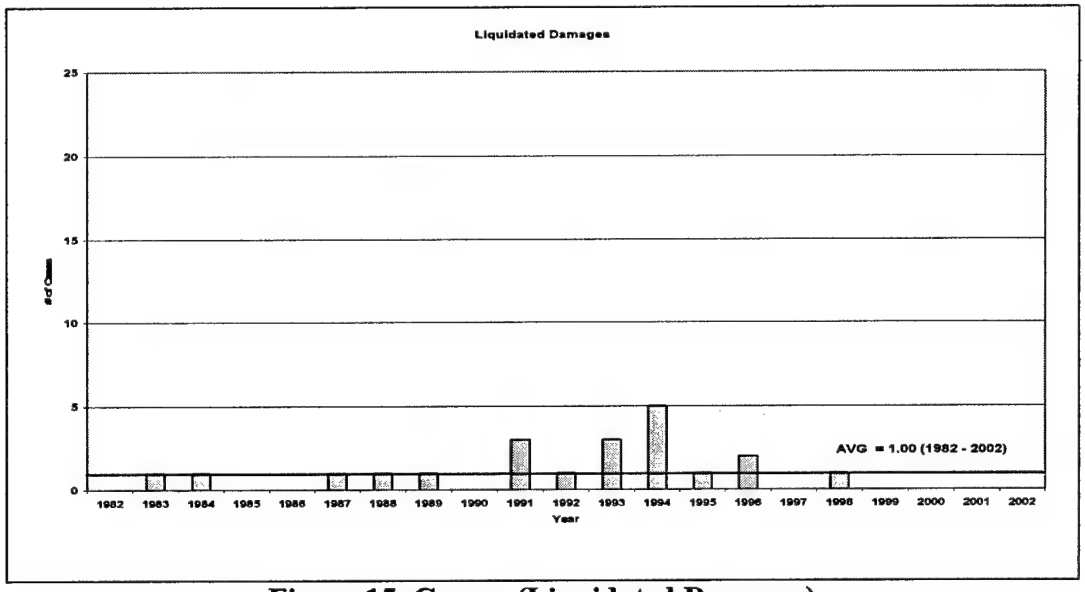


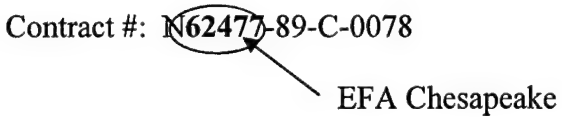

**Figure 15. Causes (Liquidated Damages)**

The trend associated with this cause over the last ten years is slightly negative with only one case being heard before the ASBCA. The total occurrence rate averaged 1.00 cases per annum as compared to 1.20 cases per annum for the period of 1993-2002 and 0.82 for the period of 1982-1992. An ANOVA analysis of the two samples utilizing a level of significance equal to 0.05 produced a P-Value of 0.52. These findings support the null hypothesis that the two means are not significantly different.

### 5.5 Geographical Distribution of Litigation

NAVFAC contract numbers begin with a designator that corresponds to a given Unit Identification Code (UIC). These codes identify the command issuing

the contract. For example:




Given this information, an analysis of the geographical distribution of litigation was performed. Geographical divisions are represented by command titles. Figure 16 illustrates the distribution of known command UICs. Command titles represented in Figure 16 are current names and not necessarily the titles used when the contract was issued. The litigation database developed for this thesis covers a period of 21 years. Some commands have been commissioned and decommissioned in that timeframe. Many of the command titles have been changed and with those changes have come shifts in geographical and operational responsibilities. Therefore, the data only provides a rough view of where litigation has taken place. Table 14 outlines the definition of each geographical area and its assigned commands.

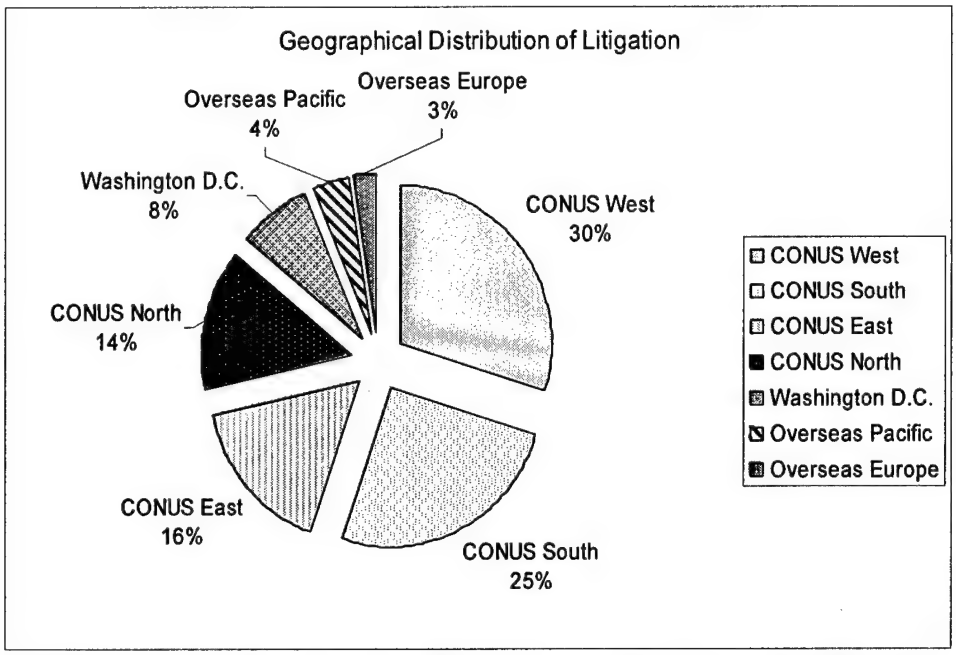



**Figure 16. Geographical Distribution of Litigation (UIC)**

**Table 14. Geographical Region Definitions**

| Region | Command(s) |
|---|---|
| CONUS** West | EFD Southwest, EFD West* |
| CONUS South | EFD South, OICC Kings Bay* |
| CONUS East | EFD Atlantic |
| CONUS North | EFD North* |
| Washington D.C. | EFA Chesapeake |
| Overseas Pacific | EFD Pacific, OICC Marianas, OICC Philippines*, OICC Thailand |
| Overseas Europe | EFA Mediterranean, OICC Madrid* |

*Decommissioned command ** Continental United States (CONUS)

## 5.6 NAVFAC Construction Volume and Case Frequency Comparison

NAVFAC's construction business volume data for the period of 1995 to 2002 ranged between a low of $3,109,000,000 (1996) and a high of $3,727,000,000 (2002). NAVFAC maintained an average construction volume of $3,270,000,000 per annum during this period (Armes, 2003). Construction cases seen before the ASBCA ranged from a high of 28 in 1995 and 1996 to a low of 11 in 2002. The data shows that cases of litigation have declined in the last few years when compared against construction business volume. The data for the total population confirms a decline in litigation over the last 8 years. Figure 17 illustrates these findings. As mentioned previously, the data collected for this thesis is based on a number of factors including the ASBCA decision date. Table 15 outlines the average lag time between average decision and award dates.

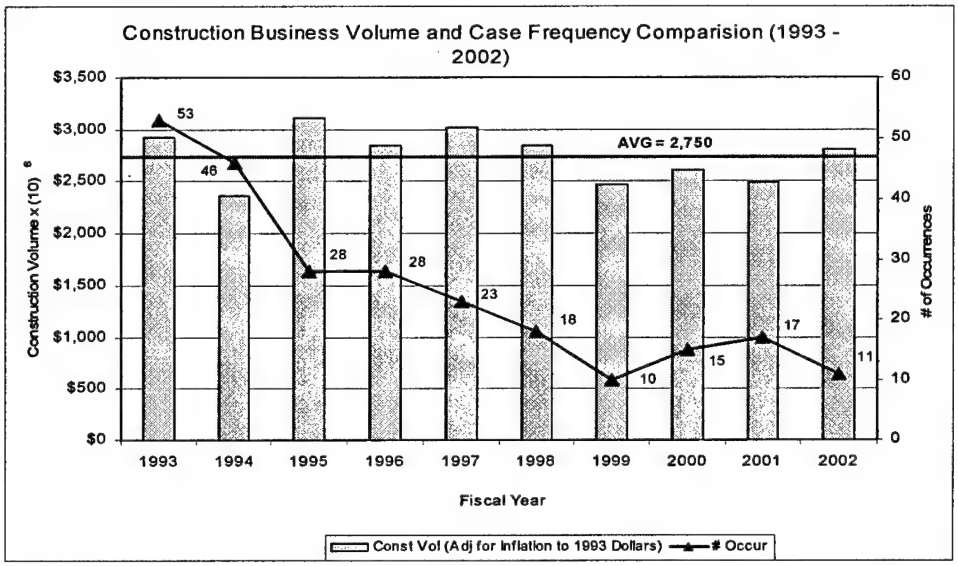



**Figure 17. Construction Business Volume and Case Frequency Comparison (Armes, 2003)**

**Table 15. Case Lag Time, 1995-2002**

| Avg. Decision Year | Avg. Lag Time (yr) | Avg. Award Year |
|---|---|---|
| 1993 | 5.5 | 1987 |
| 1994 | 5.7 | 1988 |
| 1995 | 7.3 | 1988 |
| 1996 | 5.4 | 1991 |
| 1997 | 4.9 | 1992 |
| 1998 | 5.2 | 1993 |
| 1999 | 6.1 | 1993 |
| 2000 | 8.8 | 1992 |
| 2001 | 6.4 | 1995 |
| 2002 | 4.2 | 1998 |

## 5.7 Case Frequency (Average Award (Fiscal) Year Basis)

Figure 18 outlines the total number cases heard before the ASBCA from 1993 – 2002 that were awarded in the period from 1991 – 2001. This period represents the beginning of Partnering and Design-Build at NAVFAC. As of the date of this research, there are no recorded cases at the ASBCA with award dates after 2000. The y-axis represents construction contracts that may have been subject to the partnering and design-build initiatives. The x-axis represents related award (fiscal) years since the implementation of partnering and design-build. The data illustrates an improving trend in the last ten years. These findings validate the use of partnering and design-build initiatives.

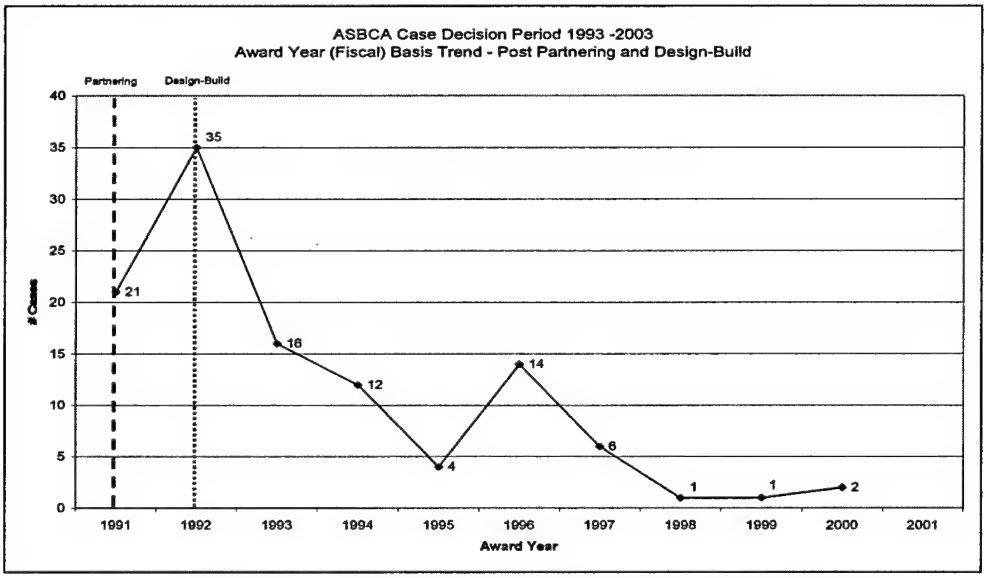



**Figure 18. Case Frequency for Average Award Year**

## 5.8 Overall Comparison (# Cases, # Awards, and Construction Volume)

This last comparison involves the following three types of data for the period between 1993 and 2002; 1) the total number of cases heard before the ASBCA that have corresponding award dates for that year; 2) the total number of construction awards; and 3) the total construction volume. Figure 19 reveals that instances of construction litigation are decreasing despite an increasing construction volume in terms of numbers of awards and dollar value.

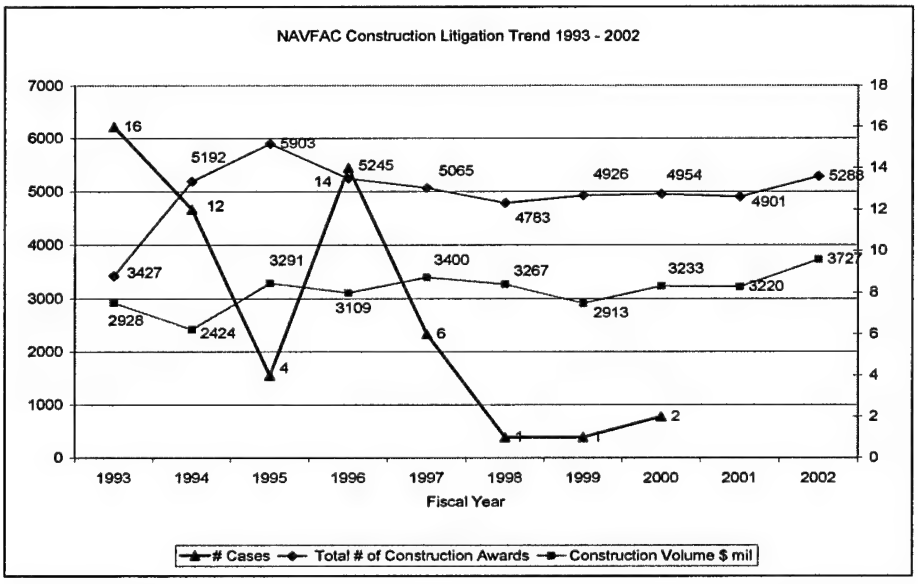



**Figure 19. Overall Litigation Trends, 1993 – 2002**

## 5.9 Summary

The findings associated with this chapter show that nearly half of all of the primary causes associated with litigation were found in the Interpretation of

Contracts (26 percent), Delays (12 percent), and Disputes (11 percent) categories. The data indicates that there have been problems associated with the interaction between NAVFAC and their contractors. It is not possible to assign a majority of responsibility for these shortcomings to any one party. However, many of these issues seem to revolve around basic topics such as communication and contracting practices.

The data from this chapter reveals that NAVFAC has experienced a decline in litigation over the last 21 years. This is especially true when the rate of occurrence at the case level is evaluated for the last ten years. The number of cases during the period of 1982 to 2002 averaged 31.7 per annum. The number of cases from 1993 to 2002 averaged 24.7 per annum which is a drop when compared to the 37.9 per annum average for the period of 1982 to 1992. These findings are further reinforced by comparing the total number of cases with award dates between 1991 and 2002 with the implementation of partnering and design-build. The data shows that there has been a steady decline in the number of cases since the implementation of both initiatives. An additional comparison of the following: 1) the total number of cases from 1993 – 2002; 2) total number of awards from 1993- 2002; and 3) the construction business volume from 1993 – 2002, reinforces the fact that the overall trend is down. These findings support the assertion that partnering and design-build are having a positive impact on NAVFAC's rate of litigation.

# Chapter 6: Data Presentation (Random Sample)

This chapter details the findings associated with the subjective analysis of the random sample. The data presented in this chapter reflects the judgment of the author and provides further insight into the "root" causes of NAVFAC's construction litigation. "Root" causes will be presented according to responsible party.

## 6.1 Data Overview

A subjective analysis was performed on a randomly sampled set of 30 cases. These cases were extracted from the segment of the total population covering the last ten years (1993-2002). "Root" causes of litigation were assigned to each case. "Root" causes are defined as causes fundamentally responsible for the escalation of a difference, between one or more of the project participants, to dispute requiring a litigious solution. The assignment of "root" causes was not related to who the prevailing party was or influenced by the ASBCA characterization of causes. In some cases, causal responsibility was assigned to both parties. Multiple causes may have been assigned to a single party in a given case. Government and contractor categories were not necessarily assigned the same descriptive terms. It was felt that because of the different approaches and responsibilities associated with a project, it was inappropriate to assign generalized causal descriptions. See Appendix D for a complete description of

each case found in the random sample. Figure 20 provides a sample of the briefing format used by the author to analyze each of the cases found in the random sample.

**General Description**

| | |
|---|---|
| Sample #: | 10 |
| Case Title: | TMI Coatings, Inc. |
| Parties: | TMI Coatings. Inc. vs. NAVFAC (U.S. Navy) |
| Contract #: | N62470- 90-C-0200 |
| Contract Type: | Fixed Price |
| NAVFAC Command: | Atlantic Division |
| Location: | NAS Bermuda |
| Type of Project: | Fuel Tank Rehabilitation |
| Award Amount: | $387,131 |

**Project Description**

Rehabilitation and modification of two aircraft fuel tanks.

**Legal Issues**

1. Site Conditions – Contract Indications, Category I – Pitting in the Fuel Tanks

The contractor seeks equitable adjustment and a time extension for the presence of pitting in the interior of the fuel tanks. The contractor was not allowed to inspect the interior of the tanks prior to award. The contractor was informed that the interior of the tanks would be lined with polyurethane and therefore smooth.

2. Liquidated Damages – Propriety of Assessment – Fuel Separators

The contractor seeks to clear assessed liquidated damages for the delayed installation of a fuel separator. The government assessed a total of 18 days-liquidated damages for a delay in project completion due to the installation of fuel separator. The contractor experienced coordination problems with his subcontractors on the issue of testing.

**Decision**

The court ruled that the contractor was entitled to equitable adjustment and a time extension of 15 days for the unforeseen site conditions within the tank. The fact that the government had not provided access to the interior of the tanks prior to award relieved the contractor of liability. On the issue of the fuel separator, the court determined that the contractor assumes responsibility for the inability of his subcontractor to perform necessary testing in a timely manner. Of the original 18 days assessed, 15 were subtracted for the pitting. The government was entitled to three days liquidated damages.

**Appeal Sustained in Part**

**Root Causes of Litigation**
Contractor – Sub-contractor scheduling
Government – Unforeseen Site Conditions

**Figure 20. Sample Case Briefing (Random Sample)**

### 6.2 Government Causes of Litigation

Government causes accounted for 50.5 percent or 46 of the total identified "root" causes. They were categorized in four primary areas. These include: 1) Project Management Procedure; 2) Communication; 3) Design Errors; and 4) Contracting Officer Actions. The causes are listed in Table 16 in order of precedence summarizing totals and percentages of each category. This table is followed by Figure 21, Government Causes of Litigation Pareto Chart.

**Table 16. Government Categories for Causes of Litigation (Random Sample)**

| Category | # of Occurrences | % of Total |
|---|---|---|
| Project Management Procedure | 18 | 39.1 |
| Communication | 14 | 30.5 |
| Design Errors | 7 | 15.2 |
| Contracting Officer Actions | 7 | 15.2 |
| Total | 46 | 100 |

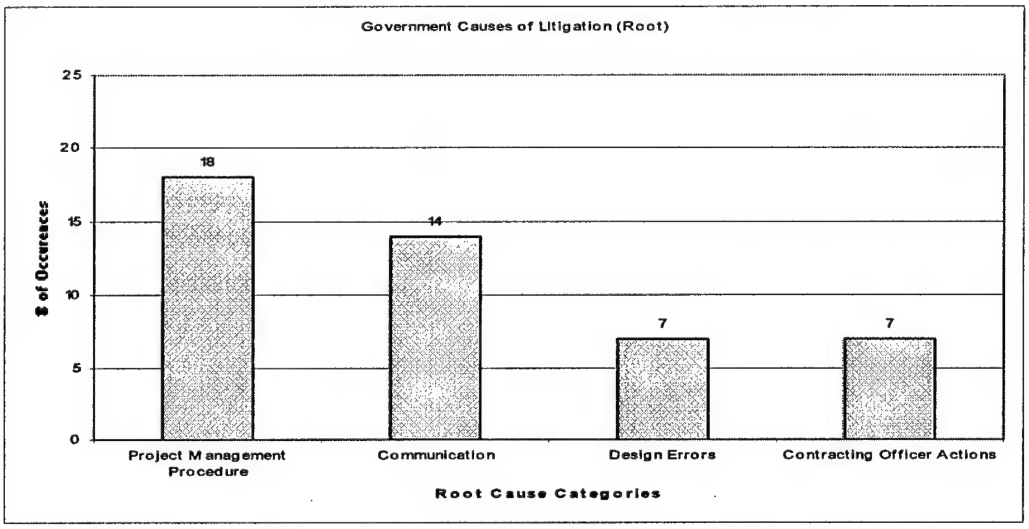



**Figure 21. Government Causes Pareto Chart**

### 6.2.1 Project Management Procedure

Project Management Procedure was sub-divided into 4 specific categories. These included: 1) Change Orders; 2) Pre-Award Design Review; 3) Pre-Construction Conference Procedures; and 4) Quality Assurance. Table 17 summarizes totals and percentages of each category. Table 18 outlines Project Management sub-category descriptions.

**Table 17. Project Management Procedure Totals**

| Sub-Category | # of Occurrences | % of Total |
|---|---|---|
| Change Orders | 5 | 27.8 |
| Pre-Award Design | 5 | 27.8 |
| Pre-Construction | 4 | 22.2 |
| Quality Assurance | 4 | 22.2 |
| Total | 18 | 100 |

**Table 18. Project Management Procedure Sub-Category Descriptions**

| Sub-Category | "Root" Causes |
|---|---|
| Change Orders | Timeliness of responses, development of incomplete scope of work, timely issuance of drawings and contractor lockout |
| Pre-Award Design Review | Unforeseen site conditions, in-place conditions verification, and failure to clarify requirements |
| Pre-Construction Conference Procedures | Explanation of contract requirements |
| Quality Assurance | Contractor monitoring and on-site contractor guidance |

### 6.2.2 Communication

Communication was the next category and it was divided into the following segments: 1) Post Award (Construction Phase); 2) Pre-Award; and 3) Internal. With the exception of the "Internal" sub-category, the other two forms relate primarily to the relationship between the government and the contractor. Table 19 summarizes totals and percentages of each category. Table 20 provides Communication sub-category descriptions.

**Table 19. Communication Totals**

| Sub-Category | # of Occurrences | % of Total |
|---|---|---|
| Post Award (Construction Phase) | 10 | 71.4 |
| Pre-Award | 2 | 14.3 |
| Internal | 2 | 14.3 |
| Total | 14 | 100 |

**Table 20. Communication Sub-Category Descriptions**

| Sub-Category | "Root" Causes |
|---|---|
| Post Award (Construction Phase) | Explanation of contract requirements, operational coordination, notification of government delays, return of correspondence, explanation of contracting procedures, explanation of related environmental regulations, changed requirements |
| Pre-Award | Disregard for cost savings proposal and lack of clarity in communication of contract requirements |
| Internal | Communication with the Architect/Engineer firm and communication between the owner project management team and the fiscal control authority |

### 6.2.3 Design Errors

Design Errors followed Communication and totaled the same number of occurrences as Contracting Officer Actions. Design Errors are simply defined as errors in the drawings or specifications. Table 21 summarizes totals and percentages of each category. Table 22 outlines Design Error sub-category descriptions.

**Table 21. Design Error Totals**

| Sub-Category | # of Occurrences | % of Total |
|---|---|---|
| Drawings | 5 | 71.4 |
| Specifications | 2 | 28.6 |
| Total | 7 | 100 |

**Table 22. Design Error Sub-Category Descriptions**

| Sub-Category | "Root" Causes |
|---|---|
| Drawings | Clarity of requirements, missing components, and equipment placement |
| Specifications | Inclusion of metric requirements and insufficient installation instructions |

### 6.2.4 Contracting Officer Actions

The last category assigned to the government was titled Contracting Officer Actions. This category is defined as actions taken by the Contracting Officer that adversely affected the contractor. Contracting Officer Actions were divided into the following categories: 1) Knowledge of Local Statutes; 2) Negotiation Procedures; 3) Award Scheduling; and 4) Bid Review. Table 23 summarizes totals and percentages of each category. Table 24 illustrates Contract Officer Action sub-category descriptions.

**Table 23. Contracting Officer Actions Totals**

| Sub-Category | # of Occurrences | % of Total |
|---|---|---|
| Knowledge of Local Statutes | 3 | 42.8 |
| Negotiation Procedure | 2 | 28.6 |
| Award Scheduling | 1 | 14.3 |
| Bid Review | 1 | 14.3 |
| Total | 7 | 100 |

**Table 24. Contracting Officer Actions Sub-Category Descriptions**

| Sub-Category | "Root" Causes |
|---|---|
| Knowledge of Local Statutes | Contractor rights after dissolution and Armed Services Board of Contract Appeal procedure |
| Negotiation Procedure | Failure to clarify requirements |
| Award Scheduling | Seasonal Restrictions |
| Bid Review | Bid Accuracy |

### 6.3 Contractor Causes of Litigation

Contractor "root" causes accounted for 49.5 percent or 45 of the total. They were categorized in four primary areas. These include 1) Contracting Practices; 2) Project Management; 3) Bid Development Errors; and 4) Communication. Table 25 lists the causes in order of precedence and summarizes totals and percentages of each category. This table is followed by Figure 22, Contractor Causes of Litigation Pareto Chart.

**Table 25. Contractor Categories for Causes of Litigation (Random Sample)**

| Category | # of Occurrences | % of Total |
|---|---|---|
| Contracting Practices | 20 | 44.4 |
| Project Management | 15 | 33.3 |
| Bid Development Errors | 6 | 13.3 |
| Communication | 4 | 9.0 |
| Total | 45 | 100 |

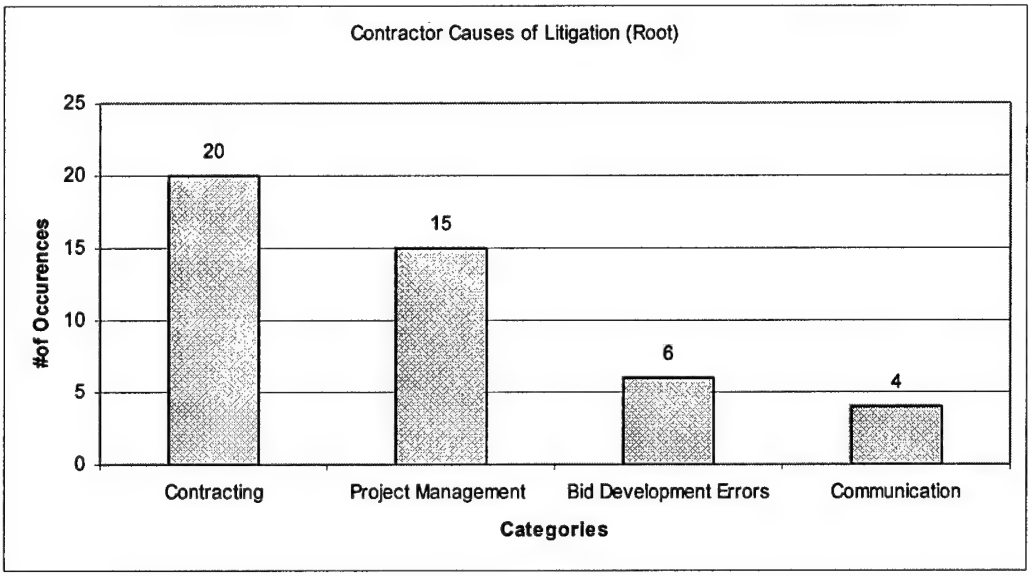



**Figure 22. Contractor Causes of Litigation Pareto Chart**

### 6.3.1 Contracting Practices

Contracting Practices was divided into 3 categories. These included: 1) Familiarity with the Contract; 2) Client Contracting Procedures; and 3) Negotiation Procedures. Table 26 summarizes totals and percentages of each category. Table 27 illustrates Contracting Practices sub-category descriptions.

**Table 26. Contracting Practices Totals**

| Sub-Category | # of Occurrences | % of Total |
|---|---|---|
| Familiarity with the Contract | 11 | 55 |
| Familiarity with Client Contracting Procedures | 7 | 35 |
| Negotiation Procedures | 2 | 10 |
| Total | 20 | 100 |

**Table 27. Contracting Practices Sub-Category Descriptions**

| Sub-Category | "Root" Cause |
|---|---|
| Familiarity of the Contract | Interpretation of drawings and specifications, assumed rights, and interpretation of contract at bid |
| Familiarity with Client Contracting Procedures | Payment procedures, SBA (8a) practices, knowledge of the termination process, attempt to pass on legal fees and award, weather delay calculations, knowledge of environmental regulations, and bonding requirements |
| Negotiation Procedures | Failure to clarify requirement |

### 6.3.2 Project Management

Project Management was segregated into four categories. These included: 1) Scheduling; 2) Procedure; 3) Quality Control; and 4) Financial Practices. Table 28 summarizes totals and percentages for each category. Table 29 provides Project Management sub-category descriptions.

**Table 28. Project Management Totals**

| Sub-Category | # of Occurrences | % of Total |
|---|---|---|
| Scheduling | 6 | 40 |
| Procedure | 4 | 27 |
| Quality Control | 3 | 20 |
| Financial Practices | 2 | 13 |
| Total | 15 | 100 |

**Table 29. Project Management Sub-Category Descriptions**

| Sub-Category | "Root" Causes |
|---|---|
| Scheduling | Activity sequencing, equipment, material delivery, schedule execution, and scheduling subcontractors |
| Procedure | Pre-construction conference scheduling, submittal preparation and submission, and material/equipment selection |
| Quality Control | Placement of unauthorized material and improper placement of material |
| Financial Practices | Missing adjustment proposals and payment of subcontractors |

### 6.3.3 Bid Development Errors (Estimating)

Bid Development Errors were identified with estimating procedure. Therefore the only sub-category associated with this category is titled estimating. Tables 30 and 31 outline the total number of occurrences and associated descriptions.

**Table 30. Bid Development Errors Totals**

| Sub-Category | # of Occurrences | % of Total |
|---|---|---|
| Estimating | 6 | 100 |

**Table 31. Bid Development Sub-Category Descriptions**

| Sub-Category | "Root" Cause |
|---|---|
| Estimating | Completeness, material selection, faulty methodology, and construction method selection |

### 6.3.4 Communication

Communication was the last category assigned to the contractor segment. There were only four occurrences in the sample. Contractor problems with communication were either internal with their subcontractors or post award with the government. Table 32 summarizes totals and percentages for each category. Table 33 provides Communication sub-category descriptions.

**Table 32. Communication Totals**

| Sub-Category | # of Occurrences | % of Total |
|---|---|---|
| Internal | 2 | 50 |
| Post Award | 2 | 50 |
| Total | 4 | 100 |

**Table 33. Communication Sub-Category Descriptions**

| Sub-Category | Root Cause Descriptions |
|---|---|
| Internal | Communication with subcontractors |
| Post Award | Communication of pending delays with material delivery and changes in construction methods |

## 6.4 Project Types

The random sample data also revealed the types of projects involved in litigation. The author divided the project types into four basic categories: 1) Structural; 2) Electrical; 3) Mechanical; and 4) Other. The vast majority of cases involved structural projects. Figure 22 displays the distribution of project types. Table 34 defines projects assigned to these categories.

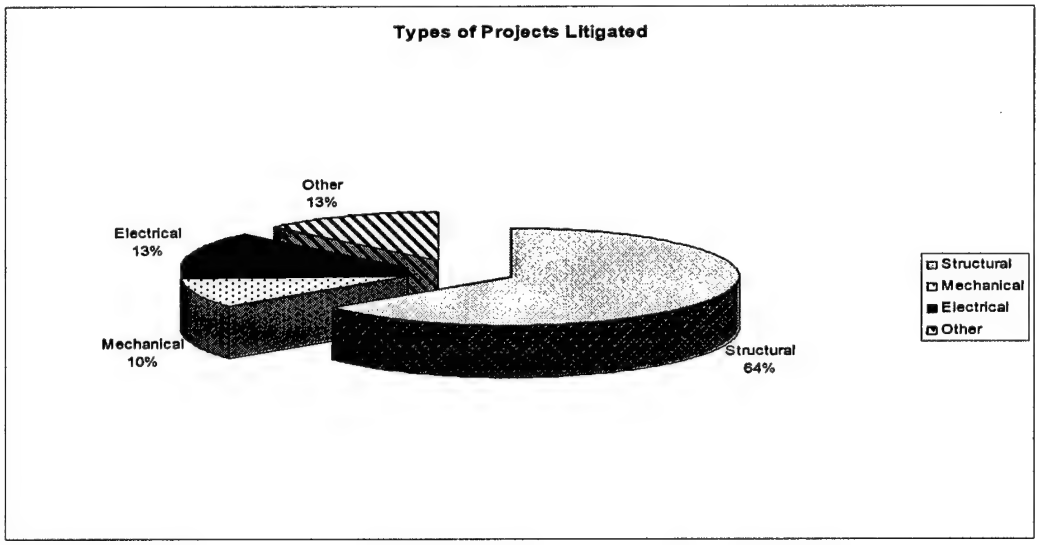



**Figure 22. Project Types (Random Sample)**

**Table 34. Project Type Examples**

| Project Type | Examples |
|---|---|
| Structural | Buildings, concrete, renovations, roofing, etc. |
| Mechanical | Fuel tanks, steam distribution system, etc. |
| Electrical | Electrical equipment, transformers, etc. |
| Other | Tank firing range, recreational park, etc. |

### 6.5 Prevailing Parties

The random sample revealed that most of the extracted cases were decided in favor of the government. Despite the higher number of causes assigned to the government by the author, the decision history showed that the court ruled against the contractor most of the time. In more than one instance, it was apparent that both parties could share in the blame for the dispute reaching the litigation stage; however, on matters of law, the contractor was more often at fault. Of the 30 cases sampled, the court found for the government in 18 (60 percent) and the contractor in 12 (40 percent) of the cases. The prevailing party data generated from the random sample can be used to characterize the decision trend of the ASBCA for the total population. It should be noted that the contractor success rate includes cases where partial favorable judgment was rendered by the board.

Only four of the 30 or 13 percent of the cases were found in complete favor of the contractor. Contractors should take notice of the apparent difficulty associated with achieving total success at the ASBCA.

### 6.6 Summary

The total number of assigned "root" causes (91) did not equal the total number of cases (30). Appendix C provides a complete listing of "root" causes associated with the random sample. The subjective nature of analysis accounts for the differences between the number of "root" causes and the total number of cases. The government was found to be responsible in slightly more cases than the contractor despite having the advantage in decisions rendered. This indicates that the government and the contractor share equally in responsibility for dispute elevation to litigation. All of the categories identified are similar in nature. For example, project management procedure on behalf of the government is directly related to the contracting ability of the contractor. The success of governmental administration of a contract can be gauged by how well the contractor understands the requirements of the contract. This is a simple concept; not always achievable through standard project management practice. The random sample data illustrates that many of the issues brought before the ASBCA are subjective differences of opinion beyond resolution at the project level.

# Chapter 7: Conclusions

This thesis provides extensive data regarding the causes of construction litigation involving NAVFAC and their contractors. The literature review illustrated that there is an industry wide effort to reduce litigation and that there are a number of steps that can be taken to help mitigate the circumstances that drive an owner and contractor to litigation. Despite the belief that litigation is on the rise, it is apparent that litigated claims involving construction contracts and NAVFAC have been decreasing in the last ten years. An ANOVA analysis of the means for total cases litigated for the periods of 1982-1992 and 1993-2002 provides statistical evidence that there is in-fact a declining number of cases being brought before the ASBCA. The data provided in this thesis indicates a continuing positive trend towards a reduction of litigation.

An upward trend was discovered in the average final deposition period of cases elevated to litigation. An ANOVA analysis supports this trend by finding that the average contract duration period increased from 4.67 years (1982-1992) to 5.96 years (1993-2002).

The total population data set revealed that the three largest drivers behind litigation were the Interpretation of Contracts (26 percent), Delays (12 percent), and Disputes (11 percent). These findings are not in keeping with the Diekmann and Nelson claim study. Their data showed that claim issues (pre-litigation) tend

to surround change orders and design errors. This thesis shows that the causes identified in the total population data set appear to be best described as subjective disagreements over issues not easily addressed by negotiation.

Chapters 4 and 6 outline the procedures and findings associated with the selection and analysis of data from a random sample of cases from the total population. In keeping with the trend established in the total population, the random sample reveals problems with larger, non-quantifiable issues. The "root" causes of litigation associated with the random sample cases appear to be centered on the field and contractual management of the project. Conveyance of contract requirements by the government and proper interpretation of specifications and drawings by the contractor appear to be a central theme. A total of 67 of 91 (73 percent) "root" causes are assigned to one of the following categories:

- Project Management Procedure (Government)
- Contracting Procedure (Contractor)
- Communication (Government)
- Project Management (Contractor)

The subjective analysis of the random sample showed that the government held a slight edge in total assigned "root" causes. This data does not match the prevailing party trend from the same sample. The ASBCA found for the government in the majority of cases, however, the author found the government to be at a minimum, equally responsible for the elevation of claims to litigation. The

data shows that there continues to be a difference between the government and the contractor in regards to the basic understanding of the contract and the governmental contracting process.

The data from the random sample supports the findings of the total population. Issues of interpretation and delay flow directly from deficiencies in project management, contracting procedures and communication. The differences identified are best characterized as complex disagreements of opinion between the two parties.

This thesis confirms that matters of a trivial nature can in-fact proceed to litigation. The case histories reveal that many of these issues could have been avoided with better management and contracting procedures. The subjective nature of each dispute does not simplify the situation. Once the parties have become entrenched in their positions, it is very difficult to convince them to compromise. Despite the potential economic pitfalls associated with litigation, entrenched parties are often reluctant to abandon their position after they have crossed into the realm distrust.

The good news for NAVFAC is found with the overall trend of litigation occurrences. The frequency of cases proceeding to litigation has been declining over the last twenty years. The rate of decline is even greater in the last ten years. The implementation of partnering and design-build initiatives in the early 1990's may be playing a significant role in the reduction in litigation. If, as the data

suggests, these two initiatives are in-fact reducing the frequency of litigation, it stands to reason that only instances of extreme disagreement are working their way into court.

# Chapter 8: Recommendations

In conducting this research, it was discovered that there are no reliable or readily accessible electronic databases for locating NAVFAC construction litigation cases. NAVFAC does not currently have an established system for recording litigation causal data. The fragmentation of litigation defense responsibilities may be the cause of the problem. Smaller claims (<$400k) are handled in-house by NAVFAC as where larger cases are referred to the U.S. Navy Trial Litigation Team. Despite the challenge associated with the separation of responsibilities, it is recommended that NAVFAC develop a system for tracking causal data associated with the cases it litigates. The establishment of a centralized database at headquarters level may prove to be useful in analyzing litigation trends, evaluating associated overhead requirements, and process improvement identification. The centralized database should be mirrored at the EFD and EFA level so as to provide a more efficient mode of data collection.

The majority of cases analyzed in this thesis appear to have been driven to litigation by the misinterpretation of contract requirements. The data do not suggest that this is entirely attributed to new contractors, however, it can be reasoned that contractors with NAVFAC experience are less likely to encounter problems with government contracting procedure. A cost-benefit analysis between the implementation of a NAVFAC wide "new contractor" orientation

program and the overhead costs associated with annual litigation requirements may be useful. The program would be designed for "new contractors" and contracts not subject to performance based selection criteria. The responsibility for the development of the "new contractor" program should be delegated to the field level. Specific minimums should be mandated by headquarters with field level discretion to tailor the program to meet local requirements. Program topics should include:

- Overview of a typical NAVFAC Project Management Team;
- Introduction and Overview of the Federal Acquisition Regulation;
- Common Contract Clauses (Liquidated Damages, Bonding Reqs, etc.);
- Site Specific Operating Procedures (Payment, Modifications, etc); and an
- Overview of the Contracts Claims Process.

In addition to the establishment of a "new contractor" program it is recommended that NAVFAC investigate the possibility of adding a course in Alternative Dispute Resolution to its curriculum offerings at the Civil Engineer Corps Officer School. In particular, the school should consider adding a short instruction capsule for their new officers attending the Basic Course. By providing new officers with information concerning partnering and other dispute avoidance and resolution tools, NAVFAC can continue to promulgate the message that they are committed to resolving issues at the lowest level possible. This position is powerful and very appealing to contractors. At the end of the day

all of the participants want to be able walk away feeling that they were successful. The data from this thesis shows that the majority of the problems identified in claims brought before the ASBCA could have been appropriately addressed in a forum created through partnering.

Future research in this area could be undertaken to examine the true effect of partnering and design-build on NAVFAC contracts. Has there been a reduction in the volume of overall claims (Litigious and Nonlitigiuous) associated with these two initiatives? More study could be done on the overhead costs associated with NAVFAC's annual litigation workload. Is NAVFAC spending more or less money defending fewer cases? How much money has NAVFAC saved as a result of reduced litigation? Is it quantifiable? If not, how does one assign value to an intangible like a reduction in litigation? Lastly, it would be interesting to use the system developed in this thesis for the analysis of cases involving the U.S. Army Corps of Engineers, U.S. Air Force, or any other Federal Agency. A variety of questions could be answered in comparison studies. Are there common trends? Is the downward trend identified here the same for the other services or agencies?

Future researchers would benefit from the use of LEXUS-NEXUS, which was not accessible by the author. This will facilitate data extraction. Secondly, it is important for future researchers to be aware of the restrictions surrounding access to reserve room material at the Law Library. Limited hours and the

inability to check out ASBCA material can hinder data extraction given a finite period of research.

Hopefully this thesis provides NAVFAC with a better understanding of the issues surrounding the litigation of their construction contracts. The thesis is intended to serve as a starting point for future data collection in this field.

# APPENDICES

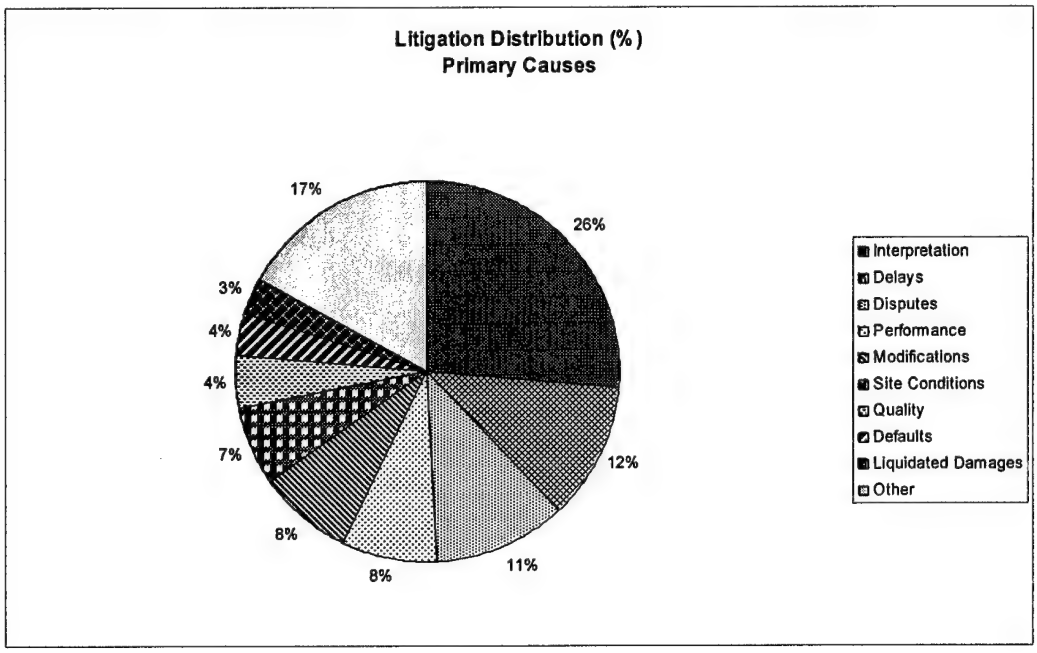
# APPENDIX A: TOTAL POPULATION SUMMARY

## PRIMARY CAUSE CODE DEFINITIONS

IC – Interpretation of Contracts
Spec – Specifications
LD – Liquidated Damages
Perf – Performance
Pay – Payment
Labor – Labor
D – Delays
Def – Termination for Default
Bid – Bidding Procedures
SC – Site Conditions
Sub – Sub Contractor
Mod – Modifications
Accept – Acceptance
GFM – Government Furnished Equipment
Q – Quality
Comp – Compliance
FA – Foreign Acquisition
OH – Overhead
Proced – Procedure
Liab – Liability
Mist – Mistakes
Procur – Procurement
VE – Value Engineering
AE – Architect Engineer
Bond – Bonding Requirements
Pric – Pricing
Disp – Disputes
Risk – Risk Allotment
Tax – Taxes
War – Warranty
Time – Time Extension
Policy – Contracting Policy
TfC – Termination for Convenience

| Total Population | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Year | Cases | Avg. Span(yrs) | IC | Spec | LD | Perf | Pay | Labor | D | Def | Bid | SC | Sub | Mod | Accept | GFM | Q | Comp | FA | OH | Proced | Liab | Mist | Procu | VE | AE | Bond | Pric | Disp | Risk | Tax | War | Time | Policy | TfC | |
| 1982 | 16 | 5.4 | 7 | 1 | | | 1 | | | 1 | 1 | 2 | 1 | 2 | | | | | | | | | | | | | | | | | | | | | | 16 |
| 1983 | 23 | 5.5 | 5 | 2 | 1 | | 2 | | 5 | | 1 | 1 | | 1 | 1 | 1 | 3 | | | | | | | | | | | | | | | | | | | 23 |
| 1984 | 28 | 7.4 | 6 | | 1 | 1 | | 1 | 6 | 4 | | 3 | | | | | 2 | 1 | 1 | 1 | 1 | | | | | | | | | | | | | | | 28 |
| 1985 | 25 | 4.3 | 7 | | | 3 | | | 1 | 3 | | 4 | | 1 | | | 2 | | | | | 1 | 1 | 1 | 1 | | | | | | | | | | | 25 |
| 1986 | 34 | 3.3 | 6 | 1 | | 3 | 3 | 1 | 3 | 3 | 1 | 2 | | 4 | 1 | | 2 | | | | | | | 1 | | 1 | 1 | 1 | | | | | | | | 34 |
| 1987 | 35 | 3.2 | 13 | | 1 | 5 | | | 2 | | | 2 | 1 | 4 | | | 3 | | | | | | | | 1 | | | 1 | 2 | | | | | | | 35 |
| 1988 | 55 | 3.7 | 15 | | 1 | 4 | 1 | | 7 | 2 | | 6 | | 4 | | | 3 | | | | 2 | | 1 | | 1 | | | 2 | 2 | 1 | 2 | 1 | | | | 55 |
| 1989 | 56 | 3.5 | 19 | | 1 | 3 | 1 | | 8 | | 1 | 3 | | 6 | 1 | | 1 | | | | 2 | | 1 | | | | | 4 | 3 | | | 1 | 1 | | | 56 |
| 1990 | 54 | 3.8 | 25 | | | 5 | | 1 | 5 | 2 | | 1 | 2 | 3 | | | 2 | | | | 1 | | 1 | | | | 1 | | 5 | | | | | | | 54 |
| 1991 | 46 | 5.1 | 16 | | 3 | 4 | 1 | | | 2 | | 2 | | 3 | | | | | 1 | | | | 1 | | | | | 1 | 9 | | | 1 | 1 | 1 | | 46 |
| 1992 | 45 | 6.1 | 10 | | 1 | 6 | | 1 | 4 | | | 1 | 1 | 3 | | | | | | | 2 | | | | | | | 2 | 9 | 2 | | | 1 | 1 | 1 | 45 |
| 1993 | 53 | 5.5 | 11 | | 3 | 4 | 2 | | 7 | 1 | 1 | 5 | 1 | 4 | | | | | | | 2 | | | | | | | | 11 | 1 | | | | | | 53 |
| 1994 | 46 | 5.7 | 13 | | 5 | 3 | 1 | | 4 | 1 | | 4 | | 3 | 1 | | 3 | | | | 1 | | 1 | 1 | 1 | | | | 3 | | | | | | 1 | 46 |
| 1995 | 28 | 7.3 | 2 | | 1 | 6 | | | 4 | 1 | | | | 4 | | | 2 | | | | | | 1 | | | | | | 7 | | | | | | | 28 |
| 1996 | 28 | 5.4 | 2 | | 2 | 3 | | | 1 | 2 | | 1 | 1 | 2 | 1 | | 1 | | 1 | | | | 2 | | | | 1 | | 6 | 1 | | 1 | | | | 28 |
| 1997 | 23 | 4.9 | 4 | | | 1 | | 1 | 5 | | | 2 | | 4 | | | | | | | | | 1 | | | | | | 4 | | | 1 | | | | 23 |
| 1998 | 18 | 5.2 | 4 | | 1 | | | | 6 | | | 2 | | | | | 1 | | | | | | 1 | | | | | 1 | 2 | | | | | | | 18 |
| 1999 | 10 | 6.1 | 2 | | | 1 | | | 2 | | | | | 1 | 1 | | 1 | | | | | | | | | | | | 2 | | | | | | | 10 |
| 2000 | 15 | 8.8 | 3 | | | 1 | | | 6 | | 2 | 2 | | | | | | | | | | | | | | | | | 1 | | | | | | | 15 |
| 2001 | 17 | 6.4 | 3 | | | 2 | | | 1 | 2 | | 2 | | 1 | | | 1 | | | | | | | | | | | | 5 | | | | | | | 17 |
| 2002 | 11 | 4.2 | 2 | | | | | | 1 | | 1 | | | 3 | | | 1 | | | | | | | | | | | | 3 | | | | | | | 11 |
| | 666 | | 175 | 4 | 21 | 55 | 12 | 5 | 78 | 24 | 8 | 45 | 7 | 53 | 6 | 1 | 28 | 1 | 3 | 1 | 11 | 1 | 11 | 3 | 4 | 1 | 3 | 12 | 74 | 5 | 2 | 5 | 3 | 2 | 2 | 666 |

| | #Occur | % Total |
|---|---|---|
| Interpretation | 175 | 26% |
| Delays | 78 | 12% |
| Disputes | 74 | 11% |
| Performance | 55 | 8% |
| Modifications | 53 | 8% |
| Site Conditions | 45 | 7% |
| Quality | 28 | 4% |
| Defaults | 24 | 4% |
| Liquidated Damages | 21 | 3% |
| Other | 113 | 17% |
| | 666 | 100% |
| | 666 | |
| | 100% | |



# APPENDIX B: ANNUAL SUMMARIES (82-02)

| 1982 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award ($) | Award Date | l.span |
| 1 | 15502 | 26077 | | 30-Nov-81 | N62467-79-C-0304 | IC | | | | | Fire Fighting Control Fac | 99,989 | 24-Nov-80 | 366 |
| 2 | 15509 | 22218 | | 30-Nov-81 | N62472-73-C-0154 | Spec | LD | Mod | | | Hangar | 1,282,000 | 30-Jul-74 | 2640 |
| 3 | 15501 | 25994 | | 04-Dec-81 | N62467-79-C-2613 | IC | | | | | Roofing | unspec | 21-Oct-80 | 403 |
| 4 | 15503 | 26120 | | 11-Dec-81 | N62474-78-C-5169 | SC | | | | | Fender Piling Const | 2,823,400 | 02-Apr-79 | 969 |
| 5 | 15815 | 25048 | | 28-Dec-81 | N62474-76-C-7050 | IC | | | | | Abrasive Blasting Facility | unspec | 19-Dec-75 | 2169 |
| 6 | 15670 | 26208 | | 26-Feb-82 | N62470-74-C-1332 | Mod | | | | | Power Plant | 5,357,700 | 23-Aug-77 | 1623 |
| 7 | 15750 | 26294 | | 12-Apr-82 | N62474-77-C-2051 | IC | | | | | Aircraft Maint Facility | 5,454,059 | 28-Feb-79 | 1122 |
| 8 | 15744 | 22177 | | 13-Apr-82 | N63008-72-C-0036 | Pay | | | | | Cantonment Area | 1,447,688 | 08-Nov-73 | 3035 |
| 9 | 15745 | 24416 | | 13-Apr-82 | N62474-77-C-2226 | Mod | | | | | Const 4 Bldg | 3,523,676 | 23-May-78 | 1400 |
| 10 | 15777 | 25040 | | 16-Apr-82 | N62474-76-C-7033 | IC | | | | | Power Plant Rehab | 4,976,400 | 25-Mar-77 | 1821 |
| 11 | 15994 | 26862 | | 30-Jul-82 | N62470-81-C-2319 | Bid | | | | | Site Improvements | 227,000 | 25-Aug-81 | 335 |
| 12 | 16030 | 26883 | | 03-Sep-82 | N68248-74-C-5044 | Sub | | | | | Equipment Maint Bldg | 5,234,000 | 29-Mar-76 | 2314 |
| 13 | 16054 | 25510 | | 20-Sep-82 | N62470-79-C-3238 | Def | | | | | Tennis Court | 12,400 | 19-Sep-79 | 1081 |
| 14 | 16080 | 26301 | | 29-Sep-82 | N62474-77-C-2565 | IC | | | | | Pier and Utilities | 23,684,990 | 28-Jul-79 | 1141 |
| 15 | 16111 | 26856 | | 18-Oct-82 | N62467-79-C-0294 | SC | | | | | BEQ | 1,025,702 | 06-May-81 | 522 |
| 16 | 16105 | 25911 | | 29-Oct-82 | N62472-75-C-0146 | IC | | | | | Steam Plant Improve | 5,841,595 | 05-Aug-75 | 2604 |

| 1983 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 16194 | 27048 | | 18-Oct-82 | N62474-80-C-9146 | Mod | | | | | Pier Modifications | 343,900 | 09-Jul-80 | 819 |
| 2 | 16166 | 25618 | | 10-Nov-82 | N62474-78-C-2482 | Q | | | | | Liquid Natural Gas Fac | 573,195 | 17-Apr-79 | 1283 |
| 3 | 16211 | 25746 | | 22-Nov-82 | N62467-77-C-7294 | D | Q | | | | 9-Hole Golf Course | 135,890 | 22-Dec-77 | 1770 |
| 4 | 16193 | 26959 | | 24-Nov-82 | N62470-80-C-0056 | GFM | | | | | Runway Repairs(Asphalt) | 425,235 | 30-Sep-80 | 774 |
| 5 | 16246 | 26358 | | 22-Dec-82 | N62467-74-C-0562 | D | LD | | | | Const Bldg | 456,432 | 23-Jun-76 | 2339 |
| 6 | 16238 | 24859 | | 06-Jan-83 | N62467-77-C-2174 | Q | | | | | Aircraft Maint Facility | 8,833,000 | 15-Mar-79 | 1371 |
| 7 | 16262 | 24671 | | 20-Jan-83 | N62471-78-C-1436 | D | | | | | BEQ Reno | 1,681,000 | 26-Sep-78 | 1554 |
| 8 | 16374 | 26802 | | 03-Mar-83 | N2467-74-C-0560 | IC | | | | | Const Bldg | unspec | 18-Jul-79 | 1305 |
| 9 | 16434 | 23849 | | 14-Mar-83 | N62470-76-C-6291 | Spec | | | | | Petro Facility | 2,962,000 | 19-Sep-77 | 1975 |
| 10 | 16402 | 27601 | | 18-Mar-83 | N62467-75-C-0505 | LD | | | | | Heat Treatment Facility | 3,093,000 | 07-Sep-78 | 1631 |
| 11 | 16451 | 27086 | | 08-Apr-83 | N62472-78-C-0306 | IC | | | | | Salt Water Supply Lines | 6,761,000 | 27-Feb-79 | 1481 |
| 12 | 16449 | 26601 | | 11-Apr-83 | N62472-78-C-0092 | IC | | | | | Steam Lines | 2,160,000 | 21-Nov-80 | 860 |
| 13 | 16478 | 26213 | | 29-Apr-83 | N62472-77-C-7125 | IC | | | | | Utilities | 4,437,000 | 27-Aug-79 | 1322 |
| 14 | 16605 | 24960 | | 06-Jun-83 | N62474-77-C-2703 | IC | | | | | Electrical Controls | 239,900 | 15-Sep-78 | 1701 |
| 15 | 16603 | 24829 | | 08-Jun-83 | N62472-74-C-0160 | Accept | | | | | Replace Boilers | 269,400 | 21-Oct-74 | 3107 |
| 16 | 16612 | 26136 | | 08-Jun-83 | N62422-78-C-0225 | SC | | | | | Sewer Lines | 224,074 | 15-Jan-80 | 1223 |
| 17 | 16716 | 25631 | | 18-Jul-83 | N62474-78-C-0894 | Q | | | | | Bldg Alterations | 268,208 | 19-Oct-79 | 1349 |
| 18 | 16712 | 22795 | | 26-Jul-83 | N62472-74-C-0025 | D | | | | | Hangar | 6,087,768 | 26-Jun-75 | 2910 |
| 19 | 16790 | 25800 | | 11-Aug-83 | N62474-74-C-3362 | Spec | Q | | | | Aircraft Corrosion Facility | 6,967,000 | 21-Oct-77 | 2090 |
| 20 | 16827 | 24645 | | 31-Aug-83 | N62477-74-C-0267 | Pay | | | | | Reno 4 Bldg | unspec | 30-Mar-75 | 3030 |
| 21 | 16831 | 27896 | | 13-Sep-83 | N62467-78-C-3284 | D | | | | | Roofing | 507,777 | 03-Apr-79 | 1600 |
| 22 | 16843 | 26023 | | 20-Sep-83 | N62474-79-C-0537 | Pay | Mod | | | | Oil and Gas Facility | 9,582,363 | 21-Aug-79 | 1469 |
| 23 | 16886 | 25719 | | 29-Sep-83 | N62474-78-C-0668 | Bid | | | | | Commissary Reno | 725,000 | 10-Jul-79 | 1519 |

| 1984 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | I.span |
| 1 | 16944 | 25196 | | 07-Nov-83 | N62470-77-C-7493 | Def | Pay | | | | Womens BEQ | 219,218 | 23-Jan-79 | 1724 |
| 2 | 16994 | 24973 | | 17-Nov-83 | N62472-73-C-0105 | SC | | | | | Reserve Ctr | unspec | 19-Mar-75 | 3118 |
| 3 | 16998 | 25980 | | 22-Nov-83 | N62474-77-C-2966 | SC | Mod | | | | Base Housing Reno | 2,545,937 | 29-Sep-78 | 1853 |
| 4 | 17031 | 26948 | | 20-Dec-83 | N62467-81-C-0227 | Def | | | | | Marine Timber Piles | 53,793 | 06-Apr-81 | 974 |
| 5 | 17127 | 27641 | | 29-Dec-83 | N62474-79-C-9313 | IC | | | | | Underground Electrical | 1,769,769 | 13-Jul-83 | 166 |
| 6 | 17285 | 28316 | 28609 | 16-Jan-84 | N62467-79-C-0488 | Compli | | | | | Reserve Center | 2,520,000 | 20-Jul-82 | 536 |
| 7 | 17152 | 28525 | 28980 | 23-Jan-84 | N62474-81-C-8266 | OH | | | | | A/E Design | 89,720 | 20-Oct-81 | 813 |
| 8 | 17141 | 25526 | | 30-Jan-84 | N62474-76-C-7013 | LD | | | | | Maint Facility | 175,770 | 23-Feb-76 | 2857 |
| 9 | 17183 | 28707 | | 15-Feb-84 | N62467-82-C-9052 | Labor | | | | | Restroom Const | 149,300 | 29-Sep-82 | 496 |
| 10 | 17207 | 28124 | | 27-Feb-84 | N62474-80-C-9370 | IC | | | | | Soil Stabilization | 520,000 | 24-Jul-81 | 933 |
| 11 | 17254 | 26377 | 26631 | 22-Mar-84 | N62467-76-C-0295 | IC | | | | | Maintenance Facility | 9,395,000 | 17-Jan-80 | 1505 |
| 12 | 17290 | 25594 | | 29-Mar-84 | N62766-77-C-0206 | D | | | | | Hurricane Restoration | 5,470,422 | 19-Jul-77 | 2410 |
| 13 | 17407 | 29040 | | 30-Apr-84 | N62470-78-C-8134 | IC | | | | | Install Traffic Control | 4,994,300 | 18-Sep-91 | 2658 |
| 14 | 17408 | 23782 | | 25-May-84 | N62477-77-C-0256 | D | | | | | Machine Shop | 684,000 | 07-Dec-77 | 2328 |
| 15 | 17427 | 29020 | | 29-May-84 | N62467-82-C-3410 | Perf | | | | | Aircraft Wash Rack | 49,149 | 15-Sep-82 | 614 |
| 16 | 17463 | 24032 | | 31-May-84 | N62470-75-C-5102 | SC | | | | | Petro Line | 5,717,000 | 01-Feb-77 | 2640 |
| 17 | 17470 | 26195 | | 05-Jun-84 | N62470-80-C-2052 | Def | | | | | Steam Lines | 23,250 | 22-Aug-80 | 1363 |
| 18 | 17464 | 28709 | 24324 | 22-Jun-84 | N62467-74-C-0437 | Proced | | | | | Communication Center | 232,000 | 08-Jun-76 | 2894 |
| 19 | 17527 | 24445 | | 29-Jun-84 | N62474-77-C-0117 | D | Perf | | | | Remodel Galley | 102,259 | 21-Apr-78 | 2228 |
| 20 | 17532 | 27604 | | 29-Jun-84 | N62467-79-C-0457 | IC | | | | | Training Facility | 1,068,789 | 09-Jun-81 | 1100 |
| 21 | 17535 | 28146 | | 16-Jul-84 | N62745-78-C-0078 | FA | | | | | Upgrade Power System | 863,975 | 30-Sep-80 | 1366 |
| 22 | 17548 | 29085 | | 31-Jul-84 | N62474-81-C-8050 | Q | D | | | | Install Incenerator | 47,926 | 20-Jul-81 | 1091 |
| 23 | 17566 | 27491 | | 03-Aug-84 | N62477-75-C-0159 | D | | | | | Running Track | 12,941,000 | 19-Jul-79 | 1814 |
| 24 | 17590 | 24787 | | 09-Aug-84 | N62864-78-C-0006 | Def | D | | | | Fuel Station | 373,500 | 06-Jun-78 | 2223 |
| 25 | 17624 | 20150 | | 30-Aug-84 | N62474-72-C-0009 | IC | SC | D | | | Facility Expansion | 1,678,657 | 11-Jul-72 | 4369 |
| 26 | 17673 | 29340 | | 10-Sep-84 | N62477-80-C-7009 | D | Def | | | | Bldg Reno | 69,696 | 03-Jun-83 | 457 |
| 27 | 17665 | 23011 | | 17-Sep-84 | N62474-75-C-6581 | Q | | | | | Steam System Modern | 6,879,000 | 28-Sep-77 | 2509 |
| 28 | 17668 | 26540 | | 24-Sep-84 | N62472-80-C-4543 | D | | | | | Base Housing Reno | 199,000 | 24-Apr-80 | 1590 |

| 1985 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 17754 | 24195 | | 31-Oct-84 | N68248-74-C-5027 | Q | Perf | | | | Admin Bldg | 4,717,700 | 27-Sep-77 | 2554 |
| 2 | 17753 | 23028 | | 13-Nov-84 | N62467-75-C-0521 | D | Def | | | | Renovate Base Housing | 2,333,000 | 23-Mar-77 | 2750 |
| 3 | 17757 | 29065 | | 26-Nov-84 | N62467-80-C-0781 | IC | | | | | Recruit Processing Facility | 6,412,051 | | |
| 4 | 17787 | 24347 | | 28-Nov-84 | N62474-74-C-3754 | Liability | Specs | | | | A/E Services | 160,780 | 26-Jun-74 | 3752 |
| 5 | 17823 | 26224 | | 17-Dec-84 | N62474-79-C-5419 | IC | | | | | Runway Repairs | 975,495 | 29-Sep-79 | 1878 |
| 6 | 17867 | 26410 | | 15-Jan-85 | N62472-78-C-0306 | SC | | | | | Wharf Repairs | 150,400 | | |
| 7 | 17882 | 24854 | | 31-Jan-85 | N62467-77-C-0411 | Perf | | | | | Bldg. Renovations | 116,841 | 08-Feb-79 | 2153 |
| 8 | 17933 | 26345 | | 25-Feb-85 | N62474-78-C-0850 | SC | Q | FA | | | BEQ | 3,407,498 | 06-Feb-80 | 1819 |
| 9 | 17972 | 27309 | | 28-Feb-85 | N62467-76-C-0920 | Perf | Mod | | | | Flight Simulator | 943,000 | 23-May-79 | 2075 |
| 10 | 17979 | 29572 | | 28-Feb-85 | N62470-81-C-1288 | Mod | | | | | Magazines | 631,493 | 21-Sep-82 | 877 |
| 11 | 17982 | 29870 | | 06-Mar-85 | N62472-79-C-0330 | Q | | | | | Vehicle Maintenance Bldg | 216,036 | 19-Mar-81 | 1427 |
| 12 | 17984 | 30071 | | 06-Mar-85 | N62472-82-C-7352 | IC | | | | | Boiler Shop | 134,000 | | |
| 13 | 17980 | 29652 | | 18-Mar-85 | N62472-83-C-4453 | Def | | | | | Multipurpose Center | 168,700 | 06-Sep-83 | 552 |
| 14 | 18025 | 25550 | | 28-Mar-85 | N62467-72-C-0606 | Perf | D | | | | Jet Engine Test Cell | 1,833,959 | 30-May-74 | 3898 |
| 15 | 18253 | 30109 | | 15-Apr-85 | N62474-79-C-0549 | IC | | | | | Oil Zone Remedation | 5,558,000 | 23-Feb-82 | 1132 |
| 16 | 18113 | 27339 | | 07-May-85 | N62467-81-C-5113 | SC | | | | | Roofing | 203,709 | 30-Sep-81 | 1297 |
| 17 | 18114 | 28130 | | 10-May-85 | N62472-82-C-1952 | Def | | | | | Roofing | 17,300 | 15-Jul-82 | 1015 |
| 18 | 18149 | 26760 | | 21-May-85 | N62467-78-C-4208 | IC | Mod | D | Perf | | HTHW Line | 874,474 | 31-Oct-78 | 2361 |
| 19 | 18299 | 29092 | | 17-Jul-85 | N62472-77-C-0128 | SC | | | | | Water Distribution Sys | 2,666,000 | 20-Mar-78 | 2637 |
| 20 | 18309 | 30722 | | 26-Jul-85 | N62467-84-C-9642 | IC | | | | | Security Fence | 207,551 | 17-Aug-84 | 339 |
| 21 | 18370 | 30665 | | 07-Aug-85 | N62470-81-C-1399 | Procur | | | | | Steam Plant | 102,490,000 | 29-Sep-83 | 668 |
| 22 | 18362 | 28699 | | 20-Aug-85 | N62864-80-C-0058 | IC | | | | | Const Cold Storage | 74,584 | 29-Sep-82 | 1041 |
| 23 | 18636 | 28726 | | 20-Aug-85 | N62474-80-C-0047 | Mist | | | | | Fire Protection System | 145,065 | 21-Oct-80 | 1739 |
| 24 | 18500 | 30895 | | 22-Oct-85 | N62472-81-C-0439 | VE | | | | | Engr Management Ctr | 16,783,950 | 28-Oct-83 | 714 |
| 25 | 18502 | 27801 | | 23-Oct-85 | N62864-78-C-0040 | Def | | | | | CPO Club | 284,635 | 19-Mar-79 | 2374 |

| 1986 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 18539 | 30205 | | 23-Oct-85 | N62474-83-C-6864 | Pay | | | | | Concrete Const | 71,055 | 29-Sep-83 | 744 |
| 2 | 18546 | 31246 | | 23-Oct-85 | N62472-82-C-0183 | Brand | | | | | Training Facility | 1,814,000 | 22-May-84 | 511 |
| 3 | 18535 | 29336 | | 28-Oct-85 | N62474-76-C-7199 | Specs | | | | | A/E Services | 35,785 | 17-Nov-76 | 3221 |
| 4 | 18558 | 27212 | | 06-Nov-85 | N62474-79-C-5325 | Mod | | | | | Armory | 2,040,000 | 29-Jun-79 | 2287 |
| 5 | 18564 | 31173 | | 08-Nov-85 | N62467-81-C-2778 | Pay | | | | | Bowling Alley | 91,760 | 25-May-83 | 883 |
| 6 | 18626 | 28446 | 29036 | 20-Nov-85 | N62472-75-C-0479 | IC | D | LD | | | Turbine Air Intake | 114,000 | 29-Sep-79 | 2211 |
| 7 | 18643 | 29727 | | 12-Dec-85 | N62745-82-C-0012 | D | | | | | Road Construction | unspec | 13-Jul-82 | 1229 |
| 8 | 19101 | 29901 | | 18-Dec-85 | N62474-78-C-0632 | D | | | | | Commissary | 3,168,491 | 28-May-91 | 1960 |
| 9 | 18690 | 31069 | | 31-Dec-85 | N62474-82-C-2080 | SC | Perf | | | | Marine Piles | unspec | | |
| 10 | 18699 | 24901 | 27351 | 31-Dec-85 | N62477-77-C-1062 | Def | LD | | | | Roofing | 184,670 | 23-Sep-77 | 2978 |
| 11 | 18701 | 26977 | et al | 10-Jan-86 | N62474-74-C-3877 | Mod | LD | Q | Perf | IC | BEQ | 1,915,000 | 02-May-75 | 3848 |
| 12 | 18730 | 31351 | | 16-Jan-86 | N62474-83-C-6168 | IC | | | | | Electrical | 24,585 | 21-Sep-83 | 835 |
| 13 | 18734 | 30517 | | 27-Jan-86 | N62474-80-C-9455 | Perf | | | | | Const Repair Facility | 20,140,249 | 19-Apr-83 | 998 |
| 14 | 18782 | 30626 | | 06-Feb-86 | N62471-83-C-1372 | IC | | | | | Misc Repairs | 251,200 | 18-Nov-83 | 798 |
| 15 | 18838 | 28766 | | 26-Feb-86 | N62864-80-C-0087 | Labor | | | | | Communication Facility | 5,177,000 | 06-Oct-83 | 860 |
| 16 | 18843 | 30486 | | 03-Mar-86 | N62472-81-C-0296 | Q | | | | | Repair Base Housing | 2,859,000 | 29-Sep-83 | 874 |
| 17 | 18906 | 31804 | | 12-Mar-86 | N62470-82-C-7842 | Perf | | | | | A/E Design Svcs | unspec | 20-Sep-83 | 892 |
| 18 | 18907 | 31251 | | 14-Mar-86 | N62474-81-C-8168 | IC | | | | | Base Housing Reno | 1,735,735 | 30-Sep-83 | 884 |
| 19 | 18912 | 30387 | | 25-Mar-86 | N62470-83-C-3364 | Def | | | | | Cold Storage | 24,685 | 09-Dec-83 | 826 |
| 20 | 18908 | 31225 | | 27-Mar-86 | N62477-84-C-7148 | Def | | | | | Electrical | 23,800 | 14-Sep-84 | 553 |
| 21 | 18927 | 24959 | | 31-Mar-86 | N62474-75-C-6306 | IC | | | | | BEQ | | 30-Dec-77 | 2970 |
| 22 | 18976 | 31055 | | 04-Apr-86 | N62470-81-C-1288 | Pay | | | | | HE Magazines | 631,492 | 17-Sep-82 | 1277 |
| 23 | 18974 | 29210 | | 07-Apr-86 | N62477-82-C-2045 | Bond | Def | | | | Bldg Reno | 65,000 | 30-Sep-82 | 1267 |
| 24 | 18956 | 31871 | | 16-Apr-86 | N62470-83-C-4726 | IFB | | | | | Misc Const | 674,000 | 14-Aug-84 | 602 |
| 25 | 19038 | 31700 | | 29-Apr-86 | N62474-83-C-78795 | Pric | | | | | Emergency Generator | 51,900 | 10-Sep-84 | 589 |
| 26 | 19033 | 31823 | | 02-May-86 | N62474-78-C-0850 | Accept | | | | | BEQ | unspec | 06-Feb-80 | 2246 |
| 27 | 19114 | 32013 | | 21-May-86 | N62467-83-C-0558 | AE | | | | | AE Services | unspec | 30-Sep-84 | 591 |
| 28 | 19113 | 31971 | | 05-Jun-86 | N62472-84-C-3441 | IC | | | | | Bldg Alterations | unspec | 18-Oct-84 | 587 |
| 29 | 19099 | 29794 | | 18-Jun-86 | N62474-82-C-5812 | SC | | | | | Renovate Courtroom | 122,449 | 30-Sep-82 | 1338 |
| 30 | 19150 | 32196 | | 02-Jul-86 | N62474-83-C-5198 | D | | | | | Paving | 4,500,000 | 30-Sep-83 | 992 |
| 31 | 19241 | 29235 | | 04-Aug-86 | N62474-81-C-8086 | Mod | | | | | Roofing | 2,419,000 | 29-Sep-81 | 1745 |
| 32 | 19224 | 32132 | | 07-Aug-86 | N62474-81-C-8015 | Qual | | | | | Mechanical | 13,787,000 | 29-Aug-83 | 1058 |
| 33 | 19234 | 32383 | | 11-Aug-86 | N62474-83-C-6827 | Perf | | | | | Storage yard | 64,862 | 29-Sep-83 | 1032 |
| 34 | 19296 | 32233 | | 20-Aug-86 | N62477-83-C-1083 | Mod | | | | | Mechanical | 19,456 | 16-Nov-84 | 634 |

| 1987 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 19374 | 30944 | | 27-Aug-86 | N62477-81-C-0298 | IC | | | | | Concrete Ramp | | 21-Jul-82 | 1476 |
| 2 | 19358 | 32643 | | 26-Sep-86 | N62474-84-C-2819 | IC | | | | | Test Chamber | 137,639 | 19-Dec-84 | 637 |
| 3 | 19359 | 32641 | | 30-Sep-86 | N68248-82-C-2019 | IC | | | | | Maintenance Support Bldg | 12,156,000 | 12-Dec-84 | 648 |
| 4 | 19360 | 32640 | | 30-Sep-86 | N68248-82-C-2019 | IC | | | | | Maintenance Support Bld | 12,156,000 | 12-Dec-84 | 648 |
| 5 | 19384 | 29729 | | 02-Oct-86 | N62470-81-C-1288 | D | | | | | HE Magazines | 693,00 | 17-Sep-82 | 1455 |
| 6 | 19364 | 32460 | | 17-Oct-86 | N62474-84-C-6632 | Q | | | | | Firefighting Facility | 244,477 | | |
| 7 | 19349 | 32921 | | 20-Oct-86 | N62477-81-C-0410 | IC | SC | | | | USMC PX | 6,808,000 | 06-Oct-84 | 734 |
| 8 | 19456 | 29870 | | 12-Nov-86 | N62472-79-C-0330 | Perf | Q | LD | | | Maintenance Shop | 216,036 | 19-Mar-81 | 2033 |
| 9 | 19467 | 33215 | | 19-Nov-86 | N62472-82-C-0197 | SC | | | | | Office Bldg Mod | 6,617,000 | 29-Nov-84 | 710 |
| 10 | 19744 | 33216 | | 15-Jan-87 | N62474-81-C-8380 | IC | | | | | Instruction Bldg | 225,000 | | |
| 11 | 19565 | 33130 | | 16-Jan-87 | N62467-83-C-0456 | IC | | | | | 3-Story Bldg | unspec | 30-Sep-85 | 466 |
| 12 | 19626 | 26692 | et al | 28-Jan-87 | N68248-76-C-6020 | LD | D | SC | IC | Perf | Relocate Ord Facility | 7,928,200 | 07-Jun-77 | 3471 |
| 13 | 19608 | 33239 | 33240 | 29-Jan-87 | N62467-83-C-0034 | Sub | SC | | | | Barracks Reno | 9,000,000 | 04-Apr-85 | 655 |
| 14 | 19613 | 32935 | | 29-Jan-87 | N62467-85-C-9011 | Q | | | | | Rpr to Senior Officer Qtrs | 169,273 | | |
| 15 | 19748 | 32871 | | 05-Feb-87 | N62474-80-C-9813 | Pric | | | | | Misc Const | 1,390,500 | 10-Sep-84 | 865 |
| 16 | 19689 | 28813 | | 18-Feb-87 | N62474-80-C-9036 | IC | SC | | | | Repair Pier | 2,782,592 | 26-Jan-81 | 2182 |
| 17 | 19687 | 29607 | | 26-Feb-87 | N62474-80-C-9657 | Perf | | | | | Misc Const at Adak | 1,912,500 | 24-Sep-81 | 1952 |
| 18 | 19669 | 33125 | | 09-Mar-87 | N62472-83-C-0022 | Mod | | | | | Repair Pier | 4,983,454 | 11-Dec-84 | 808 |
| 19 | 19709 | 30104 | | 26-Mar-87 | N62474-80-C-9312 | Perf | LD | Q | | | Repair Pier | 818,989 | 29-Sep-81 | 1977 |
| 20 | 19757 | 30484 | | 26-Mar-87 | N62472-78-C-0872 | Q | | | | | Water Pit | 32,640,000 | 22-Jun-81 | 2074 |
| 21 | 19762 | 29388 | | 26-Mar-87 | N62474-80-C-9494 | Mod | RA | Disp | | | Waste Water Facility | 510,634 | 25-Feb-80 | 2551 |
| 22 | 19742 | 33359 | | 27-Mar-87 | N62474-85-C-7143 | IC | | | | | Misc Const | 225,000 | 12-Sep-85 | 555 |
| 23 | 19764 | 29156 | | 30-Mar-87 | N62470-80-C-0245 | VE | | | | | Barracks Conversion | unspec | 07-Apr-82 | 1793 |
| 24 | 19740 | 33585 | | 03-Apr-87 | N62467-83-C-0709 | IC | | | | | N/MC Reserve Center | 199,447 | 20-Aug-85 | 583 |
| 25 | 19760 | 29843 | | 03-Apr-87 | N62474-82-C-5812 | Mod | | | | | Bldg Repairs | 122,449 | 30-Sep-82 | 1623 |
| 26 | 19854 | 34029 | | 07-May-87 | N62477-83-C-0129 | Mod | | | | | Bldg Renovation | 507,500 | 29-Sep-83 | 1298 |
| 27 | 19898 | 33945 | | 26-May-87 | N62474-83-C-2421 | Disp | D | | | | Base Housing Reno | 1,591,000 | 19-Nov-84 | 907 |
| 28 | 19910 | 30345 | | 03-Jun-87 | N62472-81-C-2051 | Perf | D | | | | Galley Reno | 212,000 | 29-Sep-82 | 1684 |
| 29 | 19959 | 33706 | | 09-Jun-87 | N62745-84-C-1374 | IC | | | | | Hangar Reno | 441,996 | 27-Sep-84 | 972 |
| 30 | 19970 | 33023 | | 17-Jun-87 | N62474-85-C-7143 | Disp | | | | | PEB | 225,000 | 12-Sep-85 | 635 |
| 31 | 19988 | 30564 | | 01-Jul-87 | N62477-80-C-0082 | IC | | | | | Power Plant Convesion | 5,999,000 | 24-Sep-84 | 997 |
| 32 | 20119 | 34026 | | 26-Aug-87 | N62474-82-C-3964 | SC | Mod | Pric | | | Power Station Design | 103,909 | 30-Sep-82 | 1766 |
| 33 | 20187 | 31194 | | 01-Sep-87 | N62472-81-C-0374 | D | | | | | Repair Runway | 494,346 | 21-Jul-83 | 1480 |
| 34 | 20175 | 34367 | | 03-Sep-87 | N62472-85-C-0099 | IC | | | | | Operations Center | 7,023,195 | 28-Jun-85 | 785 |
| 35 | 20177 | 34264 | | 18-Sep-87 | N62467-84-C-7239 | Perf | | | | | P-3 Complex | unspec | 08-May-85 | 850 |

| 1988 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 21044 | 30760 | | 25-Jul-83 | N62470-79-C-9008 | SC | | | | | Oil Spill Facilities | 922,229 | 22-Sep-80 | 1023 |
| 2 | 20441 | 30359 | 31261 | 22-Jul-87 | N62470-81-C-1286 | Pay | Mod | SC | | | Taxiway | 4,720,255 | 09-Dec-83 | 1303 |
| 3 | 20223 | 34199 | | 30-Sep-87 | N62470-80-C-0105 | D | Pric | | | | Anerobic Digester | 279,805 | 30-Sep-81 | 2160 |
| 4 | 20248 | 33049 | 33050 | 14-Oct-87 | N62745-82-C-0034 | IC | D | | | | Replace Utilities | 8,762,873 | 30-Jun-83 | 1544 |
| 5 | 20279 | 30459 | | 23-Oct-87 | N62477-79-C-0488 | IC | | | | | Hospital Rehab | 19,860,000 | 22-Jun-81 | 2281 |
| 6 | 20282 | 34714 | | 23-Oct-87 | N62467-81-C-1129 | Mod | | | | | Drainage | 96,800 | 14-Sep-83 | 1479 |
| 7 | 20379 | 30959 | | 06-Nov-87 | N62470-81-C-1069 | IC | | | | | Renovate Base Housing | unspec | 16-Sep-81 | 2210 |
| 8 | 20346 | 32288 | 32490 | 16-Nov-87 | N62477-81-C-0484 | Disp | FA | IC | | | Computer Bldg | 3,350,000 | 15-Mar-84 | 1321 |
| 9 | 20355 | 34489 | | 18-Nov-87 | N62474-81-C-8557 | IC | Pay | | | | Control Facility | 6,424,000 | 31-Mar-83 | 1668 |
| 10 | 20366 | 32417 | | 23-Nov-87 | N62470-84-C-4100 | SC | D | | | | Asphalt | 968,000 | 13-Nov-84 | 1090 |
| 11 | 20348 | 31693 | | 25-Nov-87 | N62470-83-C-3127 | D | | | | | Bldg Addition | 436,000 | 17-Jun-83 | 1598 |
| 12 | 20378 | 30048 | | 25-Nov-87 | N62470-80-C-0480 | Perf | | | | | High School | 4,388,000 | 31-Aug-82 | 1885 |
| 13 | 20401 | 34909 | | 03-Dec-87 | N62470-83-C-3145 | War | | | | | Runway Repairs | 1,731,230 | 19-Dec-84 | 1064 |
| 14 | 20400 | 33296 | | 04-Dec-87 | N62467-84-C-4255 | Q | | | | | Concrete Bldg | 441,198 | 12-Jul-85 | 862 |
| 15 | 20429 | 31161 | 31179 | 09-Dec-87 | N62477-83-C-0014 | Pric | Q | | | | Greenhouse | 52,963 | 19-Sep-83 | 1520 |
| 16 | 20486 | 35003 | | 15-Jan-88 | N62474-83-C-2220 | Perf | War | D | | | Cold Storage Warehouse | unspec | 11-Dec-84 | 1114 |
| 17 | 20543 | 31817 | | 20-Jan-88 | N62472-84-C-0001 | Def | | | | | Utilities/Asphalt | 752,000 | 08-Feb-84 | 1422 |
| 18 | 20549 | 34548 | | 27-Jan-88 | N62467-81-C-1152 | Proced | | | | | Rotary Wing Maint Fac | 3,252,000 | 04-Mar-86 | 683 |
| 19 | 20556 | 34947 | | 27-Jan-88 | N62472-83-C-0264 | SC | | | | | Quay Wall | 3,789,495 | 08-Mar-85 | 1039 |
| 20 | 20537 | 32856 | | 03-Feb-88 | N62474-84-C-4029 | IC | | | | | Asphalt | 2,066,495 | 20-Mar-85 | 1033 |
| 21 | 20579 | 34853 | | 08-Feb-88 | N62467-84-C-0351 | Q | | | | | Bath House | 241,941 | 11-Sep-85 | 867 |
| 22 | 22606 | 31990 | | 12-Feb-88 | N62467-84-C-0927 | SC | | | | | Base Housing Reno | 8,500,000 | 28-Sep-84 | 1214 |
| 23 | 20616 | 32536 | et al | 16-Feb-88 | N62470-81-C-1562 | SC | | | | | Bldg Repair | 523,836 | 17-Jun-83 | 1679 |
| 24 | 20614 | 32449 | | 18-Feb-88 | N62474-84-C-1760 | Pric | Proced | SC | | | Bldg Repair | 236,666 | 24-Sep-84 | 1224 |
| 25 | 20560 | 31864 | | 19-Feb-88 | N62472-81-C-8885 | Proced | | | | | BEQ | unspec | 29-Nov-83 | 1520 |
| 26 | 20613 | 28504 | | 21-Feb-88 | N62477-81-C-0172 | IC | | | | | Roofing | 94,429 | 13-Mar-81 | 2498 |
| 27 | 20610 | 32068 | | 23-Feb-88 | N62474-80-C-9443 | Disp | | | | | Runway Apron | 4,320,000 | 30-Sep-82 | 1943 |
| 28 | 20645 | 35772 | | 29-Feb-88 | N62470-81-C-1478 | Mod | | | | | Sewer Repair | 1,941,962 | 24-Feb-84 | 1445 |
| 29 | 20648 | 35809 | | 01-Mar-88 | N62470-84-C-3105 | SC | IC | Mod | D | | Dust Collection System | 485,000 | 03-Dec-85 | 808 |
| 30 | 20729 | 32957 | 34723 | 23-Mar-88 | N62467-81-C-0997 | Perf | IC | Mod | | | Air Cond Tower | 1,055,000 | 04-Mar-83 | 1819 |
| 31 | 20728 | 35705 | | 24-Mar-88 | N62470-83-C-3108 | IC | | | | | Communication Facility | 298,123 | 14-Sep-85 | 910 |
| 32 | 20742 | 35330 | | 07-Apr-88 | N62470-86-C-8075 | D | | | | | Fire Suppression System | 10,350 | 27-Aug-86 | 580 |
| 33 | 20741 | 30250 | et al | 11-Apr-88 | N62467-82-C-2441 | IC | SC | Mist | Perf | RA | Repair Hangars | 2,235,071 | 30-Sep-82 | 1991 |
| 34 | 20750 | 29391 | 30207 | 12-Apr-88 | N62472-81-C-4858 | IC | Q | Perf | D | LD | Bldg Alterations | 357,500 | 14-May-82 | 2128 |
| 35 | 20872 | 35558 | | 12-Apr-88 | N62470-83-C-3035 | Tax | | | | | Jet Engine Test Facility | 8,746,105 | 26-Aug-85 | 946 |

| 1988 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 36 | 20751 | 35900 | | 14-Apr-88 | N62474-84-C-5069 | IC | Proced | | | | Auto Shop | 1,311,963 | 26-Sep-86 | 558 |
| 37 | 20747 | 34279 | | 15-Apr-88 | N62467-85-C-1579 | Perf | Mod | Q | | | HVAC System | 24,874 | 13-Oct-85 | 902 |
| 38 | 20862 | 35916 | | 12-May-88 | N62474-85-C-7435 | D | Mod | | | | Windows | 1,119,000 | 13-Sep-85 | 959 |
| 39 | 20873 | 35752 | | 13-May-88 | N62470-84-C-4081 | Tax | | | | | Aircraft Maintenance Fac | 7,961,450 | 30-Sep-86 | 583 |
| 40 | 20924 | 35897 | | 31-May-88 | N62474-82-C-0770 | LD | IC | | | | Hydrant Station | 299,992 | 24-Feb-84 | 1537 |
| 41 | 20934 | 35960 | | 31-May-88 | N62467-83-C-0811 | Mod | D | | | | Bldg Repair | unspec | 30-Sep-85 | 960 |
| 42 | 20911 | 35956 | 36161 | 08-Jun-88 | N62474-86-C-4455 | D | LD | | | | Computer Room | 90,858 | 14-Aug-86 | 654 |
| 43 | 20919 | 31864 | | 09-Jun-88 | N62472-81-C-8885 | Mod | | | | | BEQ | unspec | 29-Nov-83 | 1630 |
| 44 | 21009 | 27793 | | 15-Jun-88 | N62474-79-C-5549 | Q | IC | | | | Haz Waste Facility | 2,951,800 | 31-Mar-81 | 2595 |
| 45 | 20977 | 31911 | | 20-Jun-88 | N62474-80-C-9362 | VE | | | | | Torpedo Shop | 7,200,000 | 08-Mar-82 | 2262 |
| 46 | 20992 | 34538 | | 29-Jun-88 | N62467-81-C-1152 | IC | | | | | Rotary Wing Facility | 3,250,000 | 28-Jan-86 | 871 |
| 47 | 20995 | 35690 | | 30-Jun-88 | N62477-85-C-0150 | IC | | | | | Extend Fishing Pier | 107,601 | 14-Aug-86 | 676 |
| 48 | 20996 | 35704 | | 30-Jun-88 | N62470-85-C-5133 | D | | | | | Roofing | 159,886 | 13-Sep-85 | 1007 |
| 49 | 20997 | 31994 | | 05-Jul-88 | N62470-80-C-0131 | IC | | | | | Plating Shop | unspec | 30-Sep-82 | 2075 |
| 50 | 21051 | 30140 | | 21-Jul-88 | N62467-82-C-0347 | IC | | | | | Electrical | 416,000 | 05-Apr-83 | 1906 |
| 51 | 21133 | 34010 | | 27-Jul-88 | N62474-82-C-0120 | IC | | | | | Test Facility | 989,632 | 14-Mar-84 | 1573 |
| 52 | 21106 | 32051 | | 05-Aug-88 | N62477-83-C-4099 | Def | | | | | Roofing | 179,550 | 09-Nov-84 | 1346 |
| 53 | 21007 | 32301 | | 07-Aug-88 | N62472-84-C-4485 | D | | | | | Haz Waste Facility | 45,000 | 15-Apr-85 | 1192 |
| 54 | 21172 | 33250 | | 30-Aug-88 | N62427-84-C-0017 | Mist | | | | | Mechanical | 974,250 | 16-Sep-85 | 1064 |
| 55 | 20490 | 30969 | 31953 | | N62470-83-C-3127 | RA | | | | | Warehouse | 355,000 | 16-May-83 | |

| 1989 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 21201 | 33792 | | 14-Sep-88 | N68248-82-C-2019 | IC | | | | | Maintenance Bldg | 12,156,000 | 12-Dec-84 | 1352 |
| 2 | 21204 | 36709 | | 16-Sep-88 | N62470-87-C-5005 | IC | | | | | Roofing | 229,318 | 02-Jun-87 | 464 |
| 3 | 21246 | 36341 | | 29-Sep-88 | N62766-83-C-0445 | D | | | | | Utility Const | 799,557 | 05-Feb-86 | 954 |
| 4 | 21263 | 36271 | | 30-Sep-88 | N62472-84-C-3347 | Mod | D | | | | Elevator Install | 159,444 | 16-Jun-87 | 464 |
| 5 | 21265 | 31577 | | 30-Sep-88 | N68248-80-C-3007 | IC | | | | | Thremal Plant | 13,195,000 | 24-May-82 | 2286 |
| 6 | 21337 | 34311 | | 11-Oct-88 | N62470-84-C-3179 | IC | | | | | Upgrade Electrical Substation | 277,227 | 13-May-85 | 1228 |
| 7 | 21335 | 36180 | | 12-Oct-88 | N62472-85-C-4724 | Disp | | | | | Roofing | unspec | 26-Jul-85 | 1156 |
| 8 | 21313 | 29844 | | 19-Oct-88 | N62474-82-C-0191 | Proced | | | | | Roofing | unspec | 29-Sep-83 | 1820 |
| 9 | 21330 | 37115 | | 27-Oct-88 | N62464-85-C-5738 | IC | | | | | Const Brig | 16,849,000 | 29-Jun-87 | 478 |
| 10 | 21331 | 33750 | | 28-Oct-88 | N62474-83-C-6816 | Mod | | | | | Window Placement | 429,620 | 05-Dec-83 | 1763 |
| 11 | 21479 | 36247 | | 02-Nov-88 | N62467-84-C-0020 | Mod | | | | | Maintenance Facility | 1,400,000 | 28-Feb-86 | 962 |
| 12 | 21488 | 30266 | | 03-Nov-88 | N62472-81-C-0426 | D | | | | | Bldg Rehab | 1,639,381 | 29-Sep-81 | 2554 |
| 13 | 21407 | 36647 | | 09-Nov-88 | N62467-84-C-0071 | IC | Sub | | | | Electrical | 358,235 | 10-Jul-87 | 479 |
| 14 | 21461 | 31853 | | 09-Nov-88 | N62474-80-C-9443 | IC | | | | | Construct Runway Apron | 4,320,000 | 30-Sep-82 | 2199 |
| 15 | 21467 | 37013 | | 18-Nov-88 | N62474-85-C-5484 | Mod | | | | | Mechanical | 698,000 | 24-Sep-86 | 774 |
| 16 | 21426 | 36901 | | 28-Nov-88 | N62472-86-C-0024 | SC | | | | | HVAC Install | 1,746,000 | 27-Mar-87 | 601 |
| 17 | 21441 | 37028 | | 02-Dec-88 | N62467-84-C-1002 | Perf | | | | | Warehouse | 12,957,000 | 20-Feb-87 | 642 |
| 18 | 21427 | 30724 | | 09-Dec-88 | N62477-81-C-0274 | Bid | | | | | Support Bldgs | 5,475,991 | 11-Mar-83 | 2068 |
| 19 | 21523 | 37332 | | 16-Dec-88 | N62470-84-C-4394 | IC | | | | | Helo Hangar | 6,310,906 | 24-Sep-86 | 802 |
| 20 | 21608 | 37078 | | 04-Jan-89 | N62477-85-C-0240 | IC | | | | | Design/Construct Hyperbaric | unspec | 25-Oct-85 | 1149 |
| 21 | 21604 | 37321 | | 05-Jan-89 | N62472-84-C-3347 | Pric | | | | | Replace Elevator | 159,444 | 16-Jun-87 | 559 |
| 22 | 21609 | 36618 | | 06-Jan-89 | N62472-84-C-0009 | IC | | | | | Const Bldg | 2,625,000 | | |
| 23 | 21601 | 37286 | | 12-Jan-89 | N62467-83-C-0226 | IC | | | | | Maintenance Shop | unspec | 30-Apr-85 | 1332 |
| 24 | 21603 | 37510 | | 13-Jan-89 | N62474-87-C-5064 | Disp | Perf | Mod | | | Replace Catwalks | 19,434 | 22-Sep-87 | 471 |
| 25 | 21612 | 35327 | | 13-Jan-89 | N62467-82-C-0291 | D | | | | | Gym Addition | 1,798,000 | 29-Mar-85 | 1364 |
| 26 | 21590 | 35868 | | 18-Jan-89 | N62470-83-C-3281 | Disp | Proced | | | | Haz Waste Facility | 629,709 | 27-Jun-86 | 921 |
| 27 | 21586 | 32140 | | 26-Jan-89 | N62474-82-C-0418 | Mod | Prop | SC | Perf | Def | Child Care Center | 861,820 | 13-Sep-84 | 1573 |
| 28 | 21575 | 34691 | | 27-Jan-89 | N62474-82-C-0372 | Pric | D | | | | Fencing | 337,271 | 30-Sep-86 | 837 |
| 29 | 21589 | 34631 | | 30-Jan-89 | N62474-82-C-0452 | IC | | | | | Warehouse | 5,424,000 | 31-Dec-84 | 1470 |
| 30 | 21695 | 32450 | | 16-Feb-89 | N62474-80-C-9198 | Q | | | | | Jet Engine Test Cell | 2,444,000 | 26-Jul-82 | 2360 |
| 31 | 21725 | 31862 | | 21-Feb-89 | N62470-81-C-5166 | Pric | | | | | Water Treatment Plant | unspec | 04-Jun-82 | 2417 |
| 32 | 21730 | 37894 | | 22-Feb-89 | N62467-85-C-0680 | Time | | | | | Roofing | unspec | 30-Sep-86 | 862 |
| 33 | 21866 | 31660 | | 23-Mar-89 | N62470-80-C-0242 | LD | | | | | Tower BEQ | 4,779,637 | 04-Jun-82 | 2449 |
| 34 | 21807 | 31135 | et al | 28-Mar-89 | N62475-82-C-0012 | IC | | | | | Facility and Utilities | 27,202,742 | 15-Jul-82 | 2413 |

| 1989 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 35 | 21853 | 37488 | | 30-Mar-89 | N62472-87-C-3621 | D | | | | | Repair Misc. Bldg | unspec | | |
| 36 | 21836 | 34851 | | 31-Mar-89 | N62467-85-C-4099 | SC | | | | | Drainage | 430,000 | 13-Sep-85 | 1278 |
| 37 | 21871 | 35791 | | 06-Apr-89 | N62474-81-C-8557 | Pric | Mod | | | | Satelite Facility | 6,424,000 | 31-Mar-83 | 2166 |
| 38 | 21800 | 34672 | | 10-Apr-89 | N62470-81-C-1474 | SC | | | | | Plating Shop | 11,038,530 | 19-Sep-84 | 1641 |
| 39 | 21958 | 35068 | | 19-Apr-89 | N62472-84-C-1982 | Perf | Q | | | | Electrical Duct Bank | 148,700 | 26-Jun-85 | 1373 |
| 40 | 21929 | 31354 | | 25-Apr-89 | N62467-80-C-0781 | IC | | | | | Const Bldg | 6,412,051 | | |
| 41 | 21975 | 36295 | | 10-May-89 | N62474-86-C-8296 | Mist | IC | | | | Electrical Distribution | 291,000 | 20-Jun-86 | 1040 |
| 42 | 21971 | 37701 | | 12-May-89 | N62474-86-C-0429 | Mod | | | | | Electrical Distribution | 13,449,600 | 30-Sep-86 | 942 |
| 43 | 22024 | 32448 | 32835 | 23-May-89 | N62474-78-C-0085 | IC | | | | | Rocket Facility | unspec | 28-Mar-83 | 2215 |
| 44 | 22028 | 37949 | | 25-May-89 | N62470-84-C-4217 | Pay | Pric | | | | Renovate Hospital | unspec | 25-Sep-85 | 1320 |
| 45 | 21991 | 37398 | | 26-May-89 | N62474-84-C-4729 | Proced | | | | | BEQ | 1,394,000 | 21-Aug-86 | 995 |
| 46 | 22023 | 35823 | | 07-Jun-89 | N62474-85-C-7073 | D | LD | | | | Bathrooms | 21,500 | 11-Sep-85 | 1346 |
| 47 | 22094 | 34056 | | 16-Jun-89 | N62462-83-C-4920 | D | | | | | Electrical Distribution | 218,000 | 25-Mar-83 | 2241 |
| 48 | 22124 | 38099 | | 19-Jun-89 | N62470-88-C-3350 | IC | | | | | Bldg Repairs | 812,487 | 23-Jun-88 | 356 |
| 49 | 22128 | 29846 | 35078 | 20-Jun-89 | N62472-82-C-2409 | IC | Perf | Def | | | Child Care Center | unspec | 24-Nov-82 | 2366 |
| 50 | 22126 | 32047 | | 28-Jun-89 | N62474-83-C-2606 | D | Proced | Q | Perf | Mod | Street Repairs | 636,000 | 30-Sep-83 | 2068 |
| 51 | 22241 | 38138 | | 29-Jun-89 | N62477-86-C-1519 | Accept | | | | | Bldg Reno | unspec | 30-Sep-86 | 989 |
| 52 | 22149 | 33839 | | 30-Jun-89 | N62470-81-C-1345 | War | | | | | Steam Distribution | 4,943,000 | 15-Jul-82 | 2505 |
| 53 | 22247 | 37713 | | 07-Jul-89 | N62467-87-C-2816 | D | | | | | Bldg Addition | 82,238 | 15-Jun-87 | 742 |
| 54 | 22245 | 37816 | | 25-Jul-89 | N62474-85-C-5736 | Perf | | | | | Drainage | 248,350 | 23-Feb-87 | 872 |
| 55 | 22234 | 38477 | | 28-Aug-89 | N62467-86-C-0102 | IC | | | | | Warehouse | 881,914 | 04-Feb-88 | 564 |
| 56 | 22235 | 38447 | | 28-Aug-89 | N62470-83-C-3132 | IC | | | | | Ord. Bldg Addition | 1,781,000 | 12-Aug-87 | 736 |

| 1990 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 22534 | 34719 | | 29-Jun-88 | N62474-83-C-2095 | SC | | | | | Const Base Housing | 8,900,000 | 11-Sep-84 | 1368 |
| 2 | 22443 | 37095 | | 12-Jul-89 | N62467-86-C-8707 | Disp | | | | | Bldg. Addition | 150,888 | 21-Aug-87 | 681 |
| 3 | 22263 | 35368 | | 21-Jul-89 | N62474-81-C-8852 | IC | | | | | Test Lab | 12,950 | 11-Jun-85 | 1480 |
| 4 | 22266 | 34794 | | 23-Aug-89 | N62472-86-C-0299 | Bond | | | | | BEQ | unspec | 08-Mar-85 | 1605 |
| 5 | 22267 | 34393 | 34394 | 28-Aug-89 | N62745-85-C-0002 | Disp | Mod | | | | Comm Site Repairs | 752,307 | 30-Sep-85 | 1408 |
| 6 | 22269 | 33094 | | 31-Aug-89 | N62474-82-C-0234 | IC | | | | | Const Misc Bldg | 8,571,224 | 12-Sep-84 | 1789 |
| 7 | 22311 | 35533 | 35748 | 05-Sep-89 | N62474-84-C-2801 | Def | Q | | | | Bldg. Addition | 87,822 | 13-Sep-85 | 1432 |
| 8 | 22314 | 38132 | | 13-Sep-89 | N62477-86-C-1701 | IC | | | | | Structural/Electrical Rpr | unspec | 30-Oct-87 | 673 |
| 9 | 22362 | 33004 | | 29-Sep-89 | N62477-79-C-0422 | Mod | | | | | Hospital Rehab | 19,860,000 | 22-Jun-81 | 2977 |
| 10 | 22382 | 38553 | | 17-Oct-89 | N62477-84-C-0314 | IC | | | | | Elementary School | 3,292,000 | 29-Feb-88 | 587 |
| 11 | 22419 | 38435 | | 25-Oct-89 | N62474-86-C-8461 | Perf | | | | | PEB | 125,034 | 05-Aug-86 | 1160 |
| 12 | 22422 | 35846 | | 31-Oct-89 | N62474-81-C-8380 | IC | | | | | Const Bldg | 1,951,500 | 30-Jun-83 | 2280 |
| 13 | 22482 | 38745 | | 07-Nov-89 | N62474-87-C-7664 | D | | | | | Steam Lines | unspec | 11-Sep-87 | 776 |
| 14 | 22574 | 37173 | | 15-Dec-89 | N62474-84-C-2737 | IC | | | | | Repair Base Housing | 2,961,790 | 12-Mar-87 | 993 |
| 15 | 22591 | 39150 | | 29-Dec-89 | N62470-85-C-5185 | IC | | | | | Repair Galley | 222,850 | 21-Sep-87 | 818 |
| 16 | 22595 | 38555 | | 04-Jan-90 | N62474-81-C-8895 | Disp | | | | | Data Facility | unspec | 01-Sep-85 | 1563 |
| 17 | 22624 | 33330 | | 09-Jan-90 | N62467-85-C-9052 | IC | | | | | Base Housing Repairs | 275,860 | 06-Sep-85 | 1563 |
| 18 | 22599 | 39017 | | 16-Jan-90 | N62474-84-C-4248 | IC | | | | | Base Housing | 10,720,315 | 27-Sep-86 | 1189 |
| 19 | 22614 | 39050 | | 16-Jan-90 | N62472-86-C-0441 | IC | | | | | Structural Repairs | 931,000 | 20-Apr-88 | 626 |
| 20 | 22655 | 36614 | | 23-Jan-90 | N62467-85-C-0576 | IC | | | | | Base Housing Repairs | 2,811,000 | 05-Jan-87 | 1098 |
| 21 | 22691 | 37875 | | 12-Feb-90 | N62470-83-C-3489 | Disp | | | | | Aircraft Refueling System | 1,226,685 | 15-Sep-84 | 1947 |
| 22 | 22717 | 36755 | | 13-Feb-90 | N62474-78-C-0085 | Sub | IC | | | | Bldg. Const | 8,686,000 | 28-Mar-83 | 2475 |
| 23 | 22715 | 37147 | | 20-Feb-90 | N62478-86-C-6030 | Mist | | | | | Electrical | 2,586,972 | 30-Sep-86 | 1220 |
| 24 | 22720 | 36099 | | 20-Feb-90 | N62472-83-C-0118 | IC | | | | | Warehouse Reno | unspec | 28-Sep-84 | 1942 |
| 25 | 22721 | 35689 | | 20-Feb-90 | N62470-84-C-4049 | IC | | | | | BEQ | 9,999,505 | 15-Sep-84 | 1955 |
| 26 | 22779 | 34425 | | 19-Mar-90 | N62474-83-C-5097 | IC | | | | | Repair Base Housing | 4,207,000 | 30-Sep-84 | 1969 |
| 27 | 22846 | 33555 | et al | 23-Mar-90 | N62474-82-C-0441 | Q | D | IC | Perf | | Laboratory | 4,494,000 | 30-Dec-83 | 2243 |
| 28 | 22784 | 37205 | 37333 | 27-Mar-90 | N68248-84-C-4113 | D | | | | | Interior Refit (Industrial) | 7,399,000 | 28-Feb-86 | 1467 |
| 29 | 22788 | 34102 | 36540 | 28-Mar-90 | N68248-88-C-3137 | IC | | | | | Missile Magazine | 7,172,000 | 30-Jan-86 | 1498 |
| 30 | 22891 | 35295 | | 29-Mar-90 | N62475-84-C-0128 | D | Pric | | | | Const Warehouse | 4,906,722 | 16-Dec-83 | 2263 |
| 31 | 22832 | 39205 | | 06-Apr-90 | N62467-81-C-0444 | IC | | | | | Electrical Dist System | 5,282,000 | 14-Sep-85 | 1642 |
| 32 | 22835 | 37707 | | 09-Apr-90 | N62472-86-C-0022 | D | | | | | Const Navy Lodge | 3,696,000 | 22-Jul-86 | 1337 |
| 33 | 22941 | 36559 | | 26-Apr-90 | N62474-86-C-5213 | IC | Perf | | | | Paving | 988,987 | 18-Sep-86 | 1298 |
| 34 | 22940 | 31956 | | 30-Apr-90 | N62470-83-C-3091 | IC | | | | | Repair Warehouse | unspec | 28-Sep-84 | 2012 |

| 1990 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 35 | 22952 | 38784 | | 03-May-90 | N62467-87-C-0060 | Def | | | | | Relocate Comm Ctr | unspec | 14-Mar-88 | 769 |
| 36 | 23003 | 34337 | | 31-May-90 | N62766-81-C-0212 | Q | Perf | IC | Mod | D | Utility Work | 1,048,743 | 29-Sep-83 | 2402 |
| 37 | 23014 | 39286 | | 31-May-90 | N62474-88-C-3362 | Perf | | | | | Underwater Systems | 955,925 | 01-Apr-89 | 420 |
| 38 | 23012 | 39685 | | 05-Jun-90 | N62474-84-C-4647 | Labor | | | | | Misc Construction | unspec | 28-Feb-86 | 1535 |
| 39 | 23074 | 36651 | | 18-Jun-90 | N68248-81-C-3021 | IC | | | | | Trident Facility | 40,000,000 | | |
| 40 | 23075 | 36310 | | 18-Jun-90 | N68248-81-C-3021 | Perf | IC | Sub | | | Trident Facility | 40,000,000 | | |
| 41 | 23076 | 36303 | | 18-Jun-90 | N68248-81-C-3021 | Perf | IC | Q | | | Trident Facility | 40,000,000 | | |
| 42 | 23077 | 36300 | | 18-Jun-90 | N68248-81-C-3021 | Disp | IC | Mod | | | Trident Facility | 40,000,000 | | |
| 43 | 23078 | 35472 | | 26-Jun-90 | N62474-82-C-0139 | Mod | | | | | Elevated Causeway | 564,100 | 11-Apr-83 | 2595 |
| 44 | 23097 | 30331 | | 29-Jun-90 | N62467-82-C-2838 | Mod | Perf | | | | Repair Docks and Util | 982,635 | 13-Sep-82 | 2806 |
| 45 | 23225 | 34782 | | 03-Jul-90 | N62467-83-C-0827 | IC | | | | | BEQ Reno | 8,721,205 | 26-Aug-86 | 1387 |
| 46 | 23116 | 34783 | | 06-Jul-90 | N62467-83-C-0827 | Perf | D | | | | BEQ Alterations | 8,721,205 | 26-Aug-86 | 1390 |
| 47 | 23143 | 40097 | | 10-Jul-90 | N68248-85-C-5038 | IC | | | | | Warehouse Improvement | 5,176,000 | 26-Feb-88 | 854 |
| 48 | 23153 | 35672 | | 16-Jul-90 | N62474-82-C-3167 | D | Mod | Pric | | | Mooring Float Repair | 633,600 | 21-Sep-82 | 2815 |
| 49 | 23214 | 40443 | | 19-Jul-90 | N62470-87-C-7124 | Proced | | | | | Pier | 372,000 | 07-Nov-88 | 612 |
| 50 | 23171 | 37880 | | 20-Jul-90 | N62467-85-C-0048 | Sub | | | | | Bldg Constr | 8,497,000 | 29-Aug-85 | 1761 |
| 51 | 23216 | 40263 | | 25-Jul-90 | N62470-85-C-5152 | IC | Q | | | | Expand Commissary | 4,127,892 | 30-Sep-87 | 1015 |
| 52 | 23192 | 40146 | | 30-Jul-90 | N62472-84-C-0533 | IC | Mod | Perf | D | | Hangar | 7,190,000 | 08-Jul-87 | 1102 |
| 53 | 23195 | 40102 | | 01-Aug-90 | N68248-85-C-5029 | IC | | | | | BEQ | 7,392,000 | 07-Mar-88 | 864 |
| 54 | 23259 | 36912 | | 24-Aug-90 | N62467-82-C-0326 | IC | Q | | | | BEQ | 9,559,700 | 07-Dec-84 | 2057 |

| 1991 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 23296 | 39354 | | 28-Aug-90 | N62467-88-C-4325 | IC | | | | | Obstacle Course | 316,675 | 21-Jul-88 | 757 |
| 2 | 23300 | 32425 | | 30-Aug-90 | N62467-83-C-0046 | Def | | | | | Const Plaza | 169,468 | 24-Jun-88 | 786 |
| 3 | 23312 | 40327 | | 04-Sep-90 | N62467-83-C-2447 | Disp | | | | | Electrical Distribution | unspec | 01-Nov-84 | 2103 |
| 4 | 23314 | 39983 | | 07-Sep-90 | N68711-85-C-5791 | Disp | | | | | Const Pier | 28,672,364 | 01-Feb-88 | 936 |
| 5 | 23376 | 36136 | | 21-Sep-90 | N62470-84-C-4081 | Mod | Def | | | | Hangar | 7,961,450 | 30-Sep-86 | 1431 |
| 6 | 23436 | 38922 | | 26-Sep-90 | N62474-82-C-0384 | LD | | | | | Parachute Shop | 1,549,000 | 13-Nov-85 | 1753 |
| 7 | 23434 | 41206 | | 11-Oct-90 | N62474--87-C-2461 | Time | | | | | Site Prep | 97,988 | 23-Feb-88 | 948 |
| 8 | 23495 | 36498 | | 31-Oct-90 | N62470-82-C-2270 | IC | | | | | Steel/Masonry Bldg | 2,374,000 | 07-Apr-86 | 1644 |
| 9 | 23518 | 29910 | | 31-Oct-90 | N62467-80-C-0070 | IC | Sub | Perf | | | Haz Matl Storage | unspec | 01-Jan-82 | 3180 |
| 10 | 23649 | 39120 | 39121 | 17-Dec-90 | N62474-83-C-2060 | FA | | | | | Wpns Facility | unspec | 31-Dec-86 | 1427 |
| 11 | 23643 | 40481 | 41125 | 20-Dec-90 | N62470-84-C-4273 | War | | | | | Electrical | 3,409,329 | 01-Sep-86 | 1549 |
| 12 | 23654 | 36532 | | 21-Dec-90 | N62474-84-C-4264 | IC | | | | | Haz Waste Bldg | 1,520,000 | 20-Jan-87 | 1411 |
| 13 | 23726 | 37543 | et al | 08-Jan-91 | N68248-83-C-3187 | IC | SC | D | Perf | Pay | Waterfront Facility | 32,315,739 | 21-Nov-84 | 2207 |
| 14 | 23720 | 37677 | | 14-Jan-91 | N62472-86-C-2835 | Disp | Perf | | | | Roofing | 67,000 | 12-Sep-86 | 1562 |
| 15 | 23721 | 37641 | | 15-Jan-91 | N62467-83-C-0251 | IC | | | | | Maint. Hangar | 8,634,000 | 03-Feb-86 | 1782 |
| 16 | 23719 | 37874 | | 25-Jan-91 | N62864-86-C-4066 | Pay | | | | | POL Tanks | unspec | 19-Aug-86 | 1596 |
| 17 | 23755 | 34890 | | 30-Jan-91 | N62467-80-C-0070 | Perf | | | | | Haz Matl Storage | unspec | 01-Jan-82 | 3269 |
| 18 | 23778 | 36706 | | 15-Feb-91 | N62474-81-C-6241 | Disp | D | | | | Repair Gas Plant | 369,752 | 19-Mar-81 | 3566 |
| 19 | 23785 | 37394 | | 21-Feb-91 | N62472-86-C-5136 | IC | | | | | Runway Guide System | 68,664 | 30-Sep-86 | 1581 |
| 20 | 23781 | 31627 | | 25-Feb-91 | N62467-80-C-0781 | Disp | D | Perf | | | Recruit Processing Ctr | 6,412,051 | 28-Feb-83 | 2875 |
| 21 | 23810 | 37297 | | 28-Feb-91 | N62474-81-C-8799 | IC | | | | | Hospital | 106,145,770 | 15-Jun-83 | 2773 |
| 22 | 23906 | 41881 | | 27-Mar-91 | N62467-87-C-0006 | Disp | | | | | Pier Repairs | unspec | 31-May-89 | 657 |
| 23 | 23919 | 40998 | 41508 | 27-Mar-91 | N62472-85-C-0018 | Disp | | | | | SIMA Const | unspec | 22-Sep-87 | 1265 |
| 24 | 23915 | 41581 | | 15-Apr-91 | N62470-85-C-5321 | IC | Pric | | | | Const Bldg | unspec | 30-Jun-88 | 1005 |
| 25 | 23918 | 41150 | | 16-Apr-91 | N62470-88-C-6290 | Mod | | | | | Roofing | 433,950 | 22-May-89 | 684 |
| 26 | 23945 | 42836 | | 22-Apr-91 | N62474-82-C-0770 | LD | | | | | Remove Fuel Station | 299,992 | 24-Feb-84 | 2578 |
| 27 | 23950 | 41538 | | 22-Apr-91 | N62467-87-C-9017 | Disp | | | | | Hangar Doors | unspec | 02-Sep-87 | 1310 |
| 28 | 23984 | 40743 | | 26-Apr-91 | N62467-86-C-0602 | LD | | | | | Bldg Addition | unspec | 24-Feb-88 | 1142 |
| 29 | 23989 | 32612 | | 26-Apr-91 | N62474-77-C-2653 | Pric | IC | | | | Branch Medical Clinic | 8,352,687 | 05-Jul-83 | 2811 |
| 30 | 23990 | 30943 | et al | 29-Apr-91 | N62474-81-C-8909 | SC | D | Mod | Perf | | Missile Support Fac | 6,843,700 | 29-Dec-83 | 2640 |
| 31 | 24014 | 30432 | 32151 | 29-Apr-91 | N62467-80-C-0070 | IC | | | | | Haz Matl Storage | unspec | 01-Jan-82 | 3358 |
| 32 | 23986 | 37226 | 37239 | 30-Apr-91 | N62472-84-C-5134 | IC | | | | | Roofing | 138,000 | 30-Sep-85 | 2010 |
| 33 | 24048 | 38186 | et al | 09-May-91 | N62467-83-C-0499 | Policy | | | | | Electrical Switch Station | 1,287,847 | 17-Jan-86 | 1912 |
| 34 | 24050 | 35907 | | 23-May-91 | N62864-83-C-0201 | Def | | | | | Pier Repair | unspec | 14-Sep-84 | 2409 |
| 35 | 24036 | 41839 | | 28-May-91 | N62470-84-C-4094 | IC | | | | | Communications Bldg | unspec | 13-Aug-86 | 1725 |

| 1991 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 36 | 24104 | 38436 | | 19-Jun-91 | N62474-86-C-0146 | IC | | | | | Const Magazines | unspec | | |
| 37 | 24176 | 37962 | | 08-Jul-91 | N62470-82-C-2163 | IC | | | | | LCAC Facility | 15,077,000 | 24-Jun-85 | 2174 |
| 38 | 24218 | 41006 | | 17-Jul-91 | N62467-87-C-0009 | Mist | | | | | Field Station | 2,677,516 | 01-Jan-90 | 556 |
| 39 | 24232 | 40812 | | 23-Jul-91 | N62474-86-C-0391 | Mod | | | | | A/E Services | 106,188 | 17-Sep-87 | 1386 |
| 40 | 24238 | 39535 | 39536 | 26-Jul-91 | N62474-87-C-0102 | Perf | LD | | | | PEB | 159,911 | 10-Jun-87 | 1486 |
| 41 | 24245 | 36893 | | 26-Jul-91 | N62474-81-C-8829 | SC | D | Disp | | | Misc. Const | 7,174,231 | 27-Jun-84 | 2549 |
| 42 | 24282 | 42644 | | 06-Aug-91 | N62467-88-C-2743 | Disp | | | | | Electrical | 82,000 | 29-Sep-89 | 667 |
| 43 | 24296 | 38407 | | 12-Aug-91 | N62467-87-C-4346 | Perf | Disp | | | | Mechanical | 264,240 | 15-Oct-87 | 1377 |
| 44 | 24304 | 22883 | | 13-Aug-91 | N62474-75-C-6276 | Perf | Q | | | | Hospital | 23,737,000 | 04-Jun-76 | 5469 |
| 45 | 24317 | 23408 | | 16-Aug-91 | N62474-75-C-6276 | IC | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5472 |
| 46 | 24346 | 42700 | | 30-Aug-91 | N62467-89-C-0479 | IC | Perf | | | | Laboratory | 821,498 | 26-Apr-90 | 484 |

| 1992 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 24377 | 38827 | | 09-Sep-91 | N68248-81-C-3020 | Disp | | | | | Misc Const | 93,305,660 | 15-Jan-86 | 2034 |
| 2 | 24420 | 23523 | | 11-Sep-91 | N62474-75-C-6276 | IC | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5497 |
| 3 | 24418 | 37611 | | 13-Sep-91 | N62474-85-C-5129 | Disp | IC | | | | Masonry Bldgs | unspec | 31-Mar-87 | 1603 |
| 4 | 24404 | 42570 | | 17-Sep-91 | N62470-89-C-7505 | Risk | | | | | Fuel Line | 1,617,277 | 13-Jun-90 | 454 |
| 5 | 24469 | 34322 | | 18-Sep-91 | N62474-82-C-6405 | D | Mod | | | | Electrical | 60,000 | 26-Jan-83 | 3112 |
| 6 | 24433 | 38355 | | 25-Sep-91 | N62471-85-C-1332 | IC | | | | | Const Bldg | 8,330,000 | 30-Jan-87 | 1675 |
| 7 | 24432 | 42538 | | 27-Sep-91 | N62470-89-C-3780 | SC | | | | | Mechanical | 89,750 | 26-Sep-89 | 721 |
| 8 | 24427 | 42954 | | 01-Oct-91 | N62470-85-C-5215 | Procd | | | | | Const Steel Bldg | 7,741,235 | 14-Aug-89 | 767 |
| 9 | 24451 | 42644 | | 04-Oct-91 | N62467-88-C-2743 | D | Perf | | | | Electrical Work | 82,000 | 29-Sep-89 | 725 |
| 10 | 24484 | 42791 | | 08-Oct-91 | N62470-88-C-6036 | IC | | | | | Repair BEQ | 1,954,000 | 14-Sep-90 | 384 |
| 11 | 24495 | 23897 | | 11-Oct-91 | N62474-75-C-6276 | IC | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5527 |
| 12 | 24563 | 42954 | | 14-Nov-91 | N62470-85-C-5215 | Policy | | | | | Steel Bldg | 7,741,235 | 14-Aug-89 | 810 |
| 13 | 24603 | 43066 | | 15-Nov-91 | N62471-86-C-2508 | Disp | | | | | 8 " Water Line | 237,888 | 15-Sep-88 | 1140 |
| 14 | 24606 | 41724 | | 22-Nov-91 | N62467-86-C-2587 | Perf | IC | | | | Modify Computer Room | 117,777 | 24-Sep-86 | 1858 |
| 15 | 24637 | 42108 | | 27-Nov-91 | N62467-87-C-0006 | Sub | IC | | | | Pier Repair | 13,417,798 | 31-May-89 | 897 |
| 16 | 24613 | 36801 | | 29-Nov-91 | N62474-83-C-2120 | Disp | | | | | Shop Repair | unspec | 27-Sep-85 | 2222 |
| 17 | 24665 | 24469 | | 16-Dec-91 | N62474-75-C-6276 | Perf | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5592 |
| 18 | 24683 | 42860 | | 31-Dec-91 | N62474-85-C-5129 | Labor | | | | | Const BEQ | unspec | 13-Mar-87 | 1728 |
| 19 | 24692 | 38438 | | 07-Jan-92 | N62470-81-C-1694 | Proced | Perf | Mod | LD | D | Const Bldg | 6,737,881 | 30-Jan-84 | 2857 |
| 20 | 24758 | 24687 | | 17-Jan-92 | N62474-75-C-6276 | IC | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5623 |
| 21 | 24754 | 40160 | | 24-Jan-92 | N62472-83-C-0305 | D | | | | | Const FSC | 669,787 | 11-Jun-86 | 2023 |
| 22 | 24792 | 40002 | | 31-Jan-92 | N62467-86-C-0066 | IC | | | | | Torpedo Facility | 2,932,684 | 09-May-89 | 982 |
| 23 | 24795 | 36292 | | 31-Jan-92 | N62474-78-C-0085 | Disp | | | | | Wash Facility | unspec | 28-Mar-83 | 3183 |
| 24 | 24813 | 39593 | | 06-Feb-92 | N62474-83-C-2739 | Mod | | | | | Base Housing Reno | 541,105 | 12-Aug-87 | 1614 |
| 25 | 24819 | 24577 | | 06-Feb-92 | N62474-75-C-6276 | IC | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5642 |
| 26 | 24818 | 24719 | | 18-Feb-92 | N62474-75-C-6276 | IC | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5654 |
| 27 | 24832 | 43615 | | 24-Feb-92 | N62467-86-C-0427 | LD | | | | | BEQ Const | unspec | 06-Mar-89 | 1068 |
| 28 | 24870 | 40151 | et al | 24-Feb-92 | N62470-81-C-1345 | IC | Pric | D | | | Mechanical | 4,943,000 | 15-Jul-82 | 3459 |
| 29 | 24869 | 38974 | | 27-Feb-92 | N62472-82-C-0347 | Perf | | | | | Eval Test Facility | 9,258,000 | 11-Dec-84 | 2596 |
| 30 | 24867 | 40811 | | 28-Feb-92 | N62474-87-C-6906 | Pric | | | | | Waste Oil Facility | 444,000 | 30-Sep-88 | 1228 |
| 31 | 24915 | 42120 | | 05-Mar-92 | N62474-84-C-0927 | Pric | | | | | Base Housing Reno | 8,500,000 | 28-Sep-84 | 2677 |
| 32 | 24918 | 41683 | | 09-Mar-92 | N62472-85-C-1831 | Perf | Mod | | | | Demolition | unspec | 16-Apr-86 | 2123 |
| 33 | 24916 | 41785 | | 10-Mar-92 | N62472-84-C-0533 | IC | | | | | Hangar | 7,489,832 | 28-Aug-89 | 912 |
| 34 | 24917 | 41691 | | 16-Mar-92 | N62474-86-C-0236 | Risk | | | | | Arm Shop | 1,300,000 | 28-Sep-88 | 1248 |
| 35 | 24979 | 37245 | | 02-Apr-92 | N62864-79-C-0019 | Time | Warr | | | | Flight Sim Bldg | 1,237,153 | 07-Jul-81 | 3865 |

| 1992 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 36 | 24975 | 42949 | | 08-Apr-92 | N62472-90-C-3020 | Disp | Def | | | | Roofing | 114,043 | 27-Sep-90 | 551 |
| 37 | 25021 | 43563 | | 27-Apr-92 | N62467-88-C-0644 | Mod | Perf | | | | Asbestos/Interior Reno | 156,156 | 24-Sep-90 | 573 |
| 38 | 25031 | 37052 | et al | 27-Apr-92 | N62467-82-C-0245 | Disp | Pric | | | | 3-Story Bldg | 4,894,000 | 30-Apr-84 | 2877 |
| 39 | 25051 | 41159 | | 29-Apr-92 | N62474-88-C-6696 | Disp | | | | | Trailer Rec Park | 185,300 | 29-Jan-88 | 1530 |
| 40 | 25053 | 39691 | | 30-Apr-92 | N62470-87-C-7107 | TfC | | | | | High School | unspec | 05-Aug-87 | 1705 |
| 41 | 25103 | 42707 | | 22-May-92 | N62470-89-C-3736 | Mod | | | | | Sewage Lift Station | unspec | 29-Sep-89 | 953 |
| 42 | 25166 | 24844 | | 10-Jun-92 | N62474-75-C-6276 | Perf | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5766 |
| 43 | 25162 | 39310 | | 19-Jun-92 | N62472-85-C-0134 | Perf | | | | | Bldg Addition | 9,180,000 | 10-Jul-87 | 1779 |
| 44 | 25193 | 44269 | | 26-Jun-92 | N62477-84-C-0015 | Disp | | | | | Research Lab | unspec | | |
| 45 | 0 | 43651 | 43653 | 29-Jun-92 | N62467-89-C-7423 | D | | | | | Misc Const | 223,319 | 15-Sep-89 | 1004 |

| 1993 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 26072 | 43489 | | 07-May-92 | N62477-84-C-0114 | Perf | | | | | Lab | 5,128,072 | 07-Jul-89 | 1020 |
| 2 | 25228 | 32645 | | 26-Jun-92 | N62467-83-C-0071 | Disp | Pric | | | | Waterfront Repairs | 584,170 | | |
| 3 | 25224 | 37523 | | 09-Jul-92 | N62474-80-C-9794 | IC | | | | | Medical Clinic | 5,576,000 | 31-Jan-84 | 3039 |
| 4 | 25275 | 39983 | | 15-Jul-92 | N68711-85-C-5791 | Disp | | | | | New Pier | 28,672,364 | 01-Feb-88 | 1604 |
| 5 | 25270 | 41959 | | 16-Jul-92 | N62470-86-C-6358 | Mod | | | | | 5-Story Bldg | unspec | 28-Apr-88 | 1518 |
| 6 | 25296 | 44864 | | 27-Jul-92 | N62474-75-C-6276 | Mod | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5813 |
| 7 | 25297 | 44863 | | 29-Jul-92 | N62474-75-C-6276 | IC | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5815 |
| 8 | 25306 | 41336 | | 29-Jul-92 | N62467-87-C-0338 | D | | | | | Vehicle Maint. Bldg | 262,420 | 09-Nov-88 | 1340 |
| 9 | 25298 | 44906 | | 31-Jul-92 | N62474-75-C-6276 | IC | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5817 |
| 10 | 25325 | 43738 | | 06-Aug-92 | N62472-81-C-4849 | D | | | | | Bolier Install | unspec | | |
| 11 | 25322 | 44941 | | 11-Aug-92 | N62474-75-C-6276 | IC | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5827 |
| 12 | 25332 | 41771 | | 11-Aug-92 | N62470-84-C-4248 | Disp | | | | | BEQ Repair | 1,763,773 | 30-Sep-97 | 1849 |
| 13 | 25333 | 41074 | | 11-Aug-92 | N62474-83-C-2729 | Bid | | | | | LCAC Facility | 6,095,000 | 04-Aug-86 | 2167 |
| 14 | 25372 | 43347 | | 19-Aug-92 | N62472-84-C-0037 | Disp | | | | | Mechanical | 3,310,000 | 10-Jun-86 | 2229 |
| 15 | 25373 | 42616 | | 19-Aug-92 | N62470-83-C-3430 | Disp | | | | | Base Housing Reno | unspec | 01-Oct-87 | 1758 |
| 16 | 25370 | 43828 | | 20-Aug-92 | N62467-86-C-0066 | IC | | | | | Torpedo Facility | 2,932,684 | 09-May-89 | 1181 |
| 17 | 25374 | 41777 | | 27-Aug-92 | N62467-87-C-0281 | Pay | | | | | BEQ Const | 8,109,000 | 01-Oct-87 | 1766 |
| 18 | 25368 | 43973 | | 31-Aug-92 | N62467-90-C-0516 | SC | | | | | Demo Structure | unspec | 30-Nov-90 | 630 |
| 19 | 25399 | 40839 | | 02-Sep-92 | N62470-87-C-7123 | SC | | | | | Special Boat Facility | 6,440,190 | 15-Jun-89 | 1157 |
| 20 | 25395 | 43739 | 43803 | 03-Sep-92 | N62467-86-C-0531 | Risk | D | Disp | IC | | Temp Lodging Facility | 1,832,447 | 28-Aug-89 | 1085 |
| 21 | 25510 | 43281 | | 20-Oct-92 | N62471-83-C-1490 | LD | | | | | Electrical | 155,353 | 01-Aug-84 | 2959 |
| 22 | 25506 | 43849 | 44431 | 26-Oct-92 | N62467-88-C-0039 | Disp | | | | | Base Const | unspec | 01-Aug-89 | 1165 |
| 23 | 25555 | 45228 | | 30-Oct-92 | N62474-75-C-6276 | Perf | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5906 |
| 24 | 25557 | 44572 | 44664 | 09-Nov-92 | N62470-87-C-7136 | Sub | | | | | Weapons Training Fac | unspec | | |
| 25 | 25577 | 41295 | | 20-Nov-92 | N62470-87-C-4081 | IC | | | | | Maintenance Hangar | 7,961,450 | 30-Sep-86 | 2210 |
| 26 | 25699 | 43900 | et al | 18-Dec-92 | N62470-86-C-9514 | SC | D | IC | Perf | Accel | Bldg Reno | unspec | 01-Sep-88 | 1547 |
| 27 | 25674 | 44783 | | 24-Dec-92 | N62477-88-C-0161 | IC | | | | | Aircraft Lab | 1,736,455 | 12-Jun-91 | 552 |
| 28 | 25680 | 40885 | | 31-Dec-92 | N62472-83-C-0022 | Disp | | | | | Pier Ext | unspec | 11-Dec-84 | 2900 |
| 29 | 26162 | 40421 | 40422 | 15-Jan-93 | N62474-86-C-5085 | D | SC | Perf | | | Electrical Dist | 3,616,000 | 18-Nov-87 | 1857 |
| 30 | 25744 | 45523 | | 26-Jan-93 | N62474-75-C-6276 | D | | | | | Hospital | 23,737,000 | 04-Jun-76 | 5992 |
| 31 | 25797 | 44456 | et al | 28-Jan-93 | N62467-85-C-0604 | Mod | D | Q | Perf | IC | Brig | 14,028,000 | 13-Jul-87 | 1995 |
| 32 | 26137 | 43613 | | 28-Jan-93 | N62477-86-C-0023 | IC | | | | | Auto Trans Fac | 5,757,510 | 01-Mar-89 | 1407 |
| 33 | 25793 | 42920 | | 29-Jan-93 | N62467-88-C-0646 | Proced | | | | | N/MC Reserve Ctr | 4,361,631 | 12-May-89 | 1337 |
| 34 | 25900 | 40684 | | 11-Feb-93 | N62474-85-C-5215 | Perf | | | | | Bldg Const | 736,000 | 03-Aug-88 | 1628 |
| 35 | 25897 | 39876 | | 17-Feb-93 | N62472-84-C-5837 | D | LD | | | | Masonry | unspec | 30-Mar-87 | 2117 |

| 1993 | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 36 | 25864 | 41736 | | 24-Feb-93 | N62470-87-C-7123 | IC | | | | | Boat Facility | 6,433,781 | 15-Jun-89 | 1329 |
| 37 | 25865 | 42417 | | 24-Feb-93 | N62477-86-C-3082 | D | SC | Perf | Mod | | Cable/Trenching | 455,780 | 15-Sep-86 | 2319 |
| 38 | 25870 | 44362 | | 24-Feb-93 | N62477-86-C-0109 | Disp | | | | | Maint Complex | unspec | 13-Apr-87 | 2111 |
| 39 | 25893 | 37551 | | 26-Feb-93 | N62477-81-C-0408 | D | Perf | SC | | | Steam Distribution | 4,249,494 | 17-Jun-83 | 3489 |
| 40 | 25899 | 43620 | | 03-Mar-93 | N62470-81-C-1403 | Disp | | | | | Gitmo Constr | 4,180,000 | 01-Jul-85 | 2762 |
| 41 | 25898 | 39670 | | 05-Mar-93 | N62472-89-C-1780 | SC | D | Mod | | | Haz Waste Fac | 181,000 | 30-Sep-86 | 2315 |
| 42 | 25923 | 39312 | | 17-Mar-93 | N62474-85-C-5740 | Def | | | | | CECOS Bldg | 6,535,000 | 28-Dec-88 | 1519 |
| 43 | 25970 | 45045 | | 25-Mar-93 | N68711-81-C-4228 | IC | | | | | Galley | 1,295,174 | 08-May-91 | 677 |
| 44 | 25973 | 43615 | | 29-Mar-93 | N62467-80-C-0427 | LD | | | | | BEQ | 2,052,135 | 06-Mar-89 | 1463 |
| 45 | 25972 | 43760 | | 07-Apr-93 | N62470-90-C-3367 | Disp | | | | | Electrical Dist | 2,500,000 | 13-Sep-90 | 924 |
| 46 | 26030 | 44362 | | 14-Apr-93 | N62477-86-C-0109 | Mod | | | | | Support Complex | unspec | 13-Apr-87 | 2161 |
| 47 | 26078 | 40560 | | 07-May-93 | N62474-86-C-0562 | Proced | | | | | Auto Shop | 3,239,600 | 23-Nov-88 | 1604 |
| 48 | 26131 | 44648 | | 26-May-93 | N62467-84-C-0665 | LD | | | | | Base Hsg Reno | 3,723,100 | 30-Jul-86 | 2456 |
| 49 | 26129 | 45270 | | 27-May-93 | N62467-88-C-0075 | Pay | | | | | Lab | 2,387,986 | 21-Apr-92 | 396 |
| 50 | 26181 | 45154 | | 25-Jun-93 | N62472-90-C-0022 | Disp | | | | | Air Ground Equip Fac | unspec | 01-Feb-90 | 1224 |
| 51 | 26185 | 43023 | | 30-Jun-93 | N62472-89-C-0027 | IC | | | | | 2-Story Bldg | 1,632,424 | 01-Sep-89 | 1379 |
| 52 | 26179 | 45579 | | 01-Jul-93 | N62467-87-C-2872 | SC | | | | | Fuel Spill Area | 118,000 | 30-Sep-91 | 631 |
| 53 | 26245 | 41098 | | 22-Jul-93 | N62470-83-C-3281 | Perf | Q | | | | Haz Storage Fac | 629,709 | 27-Jun-86 | 2545 |

| 1994 | | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | Sample | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 54 | 26263 | 41706 | | 30-Jul-93 | N62470-86-C-6349 | Q | | | | | BEQ Construction | unspec | 27-Mar-89 | 1563 |
| 2 | 55 | 26260 | 44448 | | 02-Aug-93 | N62472-88-C-5527 | D | IC | | | | Renovate Office | 258,000 | 22-May-89 | 1510 |
| 3 | 56 | 26335 | 44149 | | 26-Aug-93 | N62470-91-C-1015 | IC | | | | | Site Work | 20,900 | 11-Feb-91 | 915 |
| 4 | 57 | 26340 | 41539 | 42810 | 27-Aug-93 | N62471-87-C-2457 | Mod | Pric | D | LD | Disp | Bldg Reno | 34,156 | 16-Oct-89 | 1391 |
| 5 | 58 | 26333 | 44394 | | 30-Aug-93 | N62477-83-C-4104 | Q | Pric | | | | Mechanical Const | unspec | 17-Oct-84 | 3193 |
| 6 | 59 | 26337 | 43758 | | 30-Aug-93 | N62477-88-C-0154 | IC | | | | | Flag Qtrs Renovation | 1,194,650 | 02-Apr-90 | 1228 |
| 7 | 60 | 26351 | 42920 | | 15-Sep-93 | N62467-88-C-0646 | Proced | | | | | Navy Reserve Ctr | 4,361,631 | 12-May-89 | 1563 |
| 8 | 61 | 26380 | 41891 | | 16-Sep-93 | N62474-89-C-1175 | Mist | | | | | Bldg Repair | 1,370,000 | 14-Sep-89 | 1442 |
| 9 | 62 | 26369 | 45883 | | 21-Sep-93 | N62467-91-C-3433 | IC | D | | | | Bldg Repair | unspec | 19-Jun-91 | 812 |
| 10 | 63 | 26434 | 40096 | et al | 30-Sep-93 | N62467-83-C-0224 | VE | Accel | Perf | | | Runway Repair | 4,700,000 | 01-Apr-85 | 3059 |
| 11 | 64 | 26416 | 43680 | et al | 01-Oct-93 | N68248-84-C-4113 | Disp | | | | | Trident Refit Facility | 7,399,000 | 28-Feb-86 | 2731 |
| 12 | 65 | 26407 | 45912 | | 05-Oct-93 | N62467-88-C-2743 | LD | | | | | Electrical Distribution | 82,000 | 29-Sep-89 | 1446 |
| 13 | 66 | 26459 | 45317 | 45454 | 26-Oct-93 | N62470-86-C-6125 | LD | Perf | | | | Satelite Control Bldg | 4,970,998 | 01-Jul-88 | 1915 |
| 14 | 67 | 26466 | 41023 | | 27-Oct-93 | N62467-84-C-5119 | SC | Mod | Perf | D | | Storm Drainage | 516,275 | 29-Sep-87 | 2188 |
| 15 | 68 | 26464 | 42132 | | 28-Oct-93 | N62474-86-C-6527 | SC | D | | | | Fuel Lines | 457,480 | 01-Jun-88 | 1947 |
| 16 | 69 | 26482 | 44095 | | 08-Nov-93 | N62474-84-C-4789 | IC | | | | | Tank Gunnery Range | 2,310,258 | 12-Feb-88 | 2066 |
| 17 | 70 | 26513 | 45965 | | 12-Nov-93 | N68711-88-C-4451 | IC | | | | | Hangar Const | unspec | 30-Sep-91 | 762 |
| 18 | 71 | 26514 | 45794 | | 18-Nov-93 | N62470-92-C-5922 | Def | | | | | Air Traffic Control Facility | 73,420 | 25-Sep-92 | 413 |
| 19 | 72 | 26522 | 46029 | et al | 22-Nov-93 | N62472-85-C-0007 | Mod | D | Disp | LD | | Heating Plant | 119,000 | 21-Mar-86 | 2761 |
| 20 | 73 | 26539 | 41235 | 42095 | 29-Nov-93 | N62472-88-C-0301 | IC | | | | | Electrical System | 2,848,000 | 08-Dec-88 | 1791 |
| 21 | 74 | 26572 | 46157 | 46301 | 06-Dec-93 | N62467-91-C-8686 | SC | IC | | | | Sewer System | 490,000 | 12-May-92 | 564 |
| 22 | 75 | 26576 | 46085 | | 09-Dec-93 | N62470-92-C-8299 | IC | | | | | Interior Work | 30,301 | 13-Jul-92 | 506 |
| 23 | 76 | 26612 | 39372 | | 04-Jan-94 | N68248-84-C-4113 | Q | | | | | Trident Refit Facility | 7,399,000 | 28-Feb-86 | 2824 |
| 24 | 77 | 26636 | 45915 | | 06-Jan-94 | N62474-87-C-1300 | LD | Perf | | | | Flooring | 236,444 | 30-Sep-91 | 816 |
| 25 | 78 | 26638 | 45369 | | 10-Jan-94 | N62477-82-C-0305 | Mod | | | | | Electo Magnetic Lab | 20,000,000 | 20-Feb-89 | 1760 |
| 26 | 79 | 26723 | 46388 | et al | 16-Feb-94 | N62472-90-C-2029 | Disp | | | | | Bridge Repair | 616,800 | 01-Apr-91 | 1035 |
| 27 | 80 | 26726 | 37939 | | 22-Feb-94 | N62467-83-C-0456 | D | Perf | Q | Mod | IC | BEQ Repair | 1,764,000 | 30-Sep-85 | 3022 |
| 28 | 81 | 26841 | 41399 | 41403 | 31-Mar-94 | N62470-89-C-7545 | Pay | | | | | Electrical Transmission | 479,000 | 29-Sep-89 | 1622 |
| 29 | 82 | 26830 | 46470 | | 05-Apr-94 | N62470-91-C-0090 | IC | | | | | Bldg Reno | 133,017 | 03-Sep-92 | 572 |
| 30 | 83 | 26872 | 23687 | et al | 07-Apr-94 | N62474-75-C-6276 | D | | | | | Hospital | 23,737,000 | 04-Jun-76 | 6423 |
| 31 | 84 | 26868 | 46670 | | 18-Apr-94 | N62470-88-C-8195 | IC | | | | | Roofing | unspec | 22-Jul-91 | 986 |
| 32 | 85 | 26911 | 47475 | | 26-Apr-94 | N62474-75-C-6276 | | | | | | Hospital | 23,737,000 | 04-Jun-76 | 6442 |
| 33 | 86 | 26913 | 45526 | | 28-Apr-94 | N62467-91-C-2581 | Repr | | | | | Mechanical | 23,850 | 15-Mar-91 | 1123 |
| 34 | 87 | 26934 | 46181 | et al | 16-May-94 | N62470-90-C-4294 | D | LD | | | | Lift Station | 349,239 | 27-Sep-90 | 1309 |
| 35 | 88 | 26958 | 45856 | | 24-May-94 | N62474-86-C-5085 | TfC | Disp | Sub | | | Electrical Distribution | 3,616,000 | 18-Nov-87 | 2346 |

| 1994 | | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | Sample | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 36 | 89 | 26954 | 46682 | 46871 | 25-May-94 | N62470-90-C-0200 | SC | LD | | | | Repair Fuel Tanks | 387,131 | 06-Mar-92 | 799 |
| 37 | 90 | 26983 | 47633 | | 14-Jun-94 | N62474-75-C-6276 | IC | | | | | Hospital | 23,737,000 | 04-Jun-76 | 6490 |
| 38 | 91 | 27032 | 44375 | | 27-Jun-94 | N62470-85-C-5247 | Accept | | | | | Bldg Reno | 1,143,500 | 13-Sep-89 | 1724 |
| 39 | 92 | 27021 | 47028 | | 13-Jul-94 | N62467-87-C-0376 | LD | | | | | Baseball Field | 87,268 | 16-Dec-91 | 927 |
| 40 | 93 | 27042 | 47541 | | 14-Jul-94 | N62474-75-C-6276 | Perf | | | | | Hospital | 23,737,000 | 04-Jun-76 | 6520 |
| 41 | 94 | 27095 | 44845 | | 03-Aug-94 | N62474-84-C-4532 | Disp | | | | | Hospital | 150,000,000 | 23-May-85 | 3310 |
| 42 | 95 | 27084 | 47798 | | 08-Aug-94 | N62474-75-C-6276 | IC | | | | | Hospital | 23,737,000 | 04-Jun-76 | 6544 |
| 43 | 96 | 27087 | 47055 | | 09-Aug-94 | N62477-84-C-0285 | Perf | | | | | Elementary School | unspec | 04-Sep-92 | 695 |
| 44 | 97 | 27110 | 47364 | | 19-Aug-94 | N62477-90-C-0244 | Perf | | | | | Explosives Bldg | unspec | 01-Feb-92 | 918 |
| 45 | 98 | 27126 | 47134 | | 25-Aug-94 | N62471-93-C-1910 | IC | | | | | Paving | unspec | 14-Dec-92 | 611 |
| 46 | 99 | 27199 | 43680 | | 19-Sep-94 | N68248-84-C-4113 | IC | | | | | Trident Refit Facility | 7,399,000 | 28-Feb-86 | 3079 |
| 47 | 100 | 27247 | 46314 | | 20-Oct-94 | N62474-90-C-5046 | LD | D | | | | Mechanical | 39,371 | 14-Apr-92 | 906 |

| 1995 | | | | | | | Causes | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | Sample | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | LI5 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 101 | 27285 | 46540 | 39891 | 04-Nov-94 | N68248-84-C-4113 | Perf | | | | | Trident Refit Facility | 7,399,000 | 28-Feb-86 | 3124 |
| 2 | 102 | 27299 | 46677 | | 14-Nov-94 | N62474-92-C-0383 | D | | | | | Mechanical | unspec | 25-Aug-92 | 799 |
| 3 | 103 | 27329 | 46143 | | 30-Nov-94 | N62467-90-C-0623 | Q | Mod | D | | | Pier Demo/Constr | unspec | 28-May-91 | 1262 |
| 4 | 104 | 27361 | 48153 | | 05-Dec-94 | N62474-75-C-6276 | Perf | | | | | Hospital | 23,737,000 | 04-Jun-76 | 6661 |
| 5 | 105 | 27360 | 48179 | | 13-Dec-94 | N62474-75-C-6276 | Perf | | | | | Hospital | 23,737,000 | 04-Jun-76 | 6669 |
| 6 | 106 | 27397 | 39318 | | 21-Dec-94 | N62475-84-C-0158 | Disp | | | | | Base Housign Constr | unspec | 27-Jun-85 | 3414 |
| 7 | 107 | 27415 | 48271 | | 11-Jan-95 | N62474-75-C-6276 | Perf | | | | | Hospital | 23,737,000 | 04-Jun-76 | 6697 |
| 8 | 108 | 27471 | 47853 | | 07-Feb-95 | N62467-88-C-0708 | IC | | | | | Electrical Distribution | 1,998,000 | 20-Sep-90 | 1577 |
| 9 | 109 | 27505 | 48331 | | 09-Feb-95 | N62474-75-C-6276 | Perf | IC | Mod | Pric | | Hospital | 23,737,000 | 04-Jun-76 | 6725 |
| 10 | 110 | 27543 | 45521 | et al | 17-Feb-95 | N62474-89-C-6077 | Disp | | | | | Bldg Repair | 361,472 | 25-Jan-90 | 1822 |
| 11 | 111 | 27544 | 43625 | | 22-Feb-95 | N62470-90-C-8263 | D | | | | | Paving | 169,962 | 18-Sep-90 | 1594 |
| 12 | 112 | 27542 | 45812 | | 28-Feb-95 | N62467-90-C-6215 | Mod | D | | | | Bowling Alley | 170,000 | 30-Sep-91 | 1228 |
| 13 | 113 | 27563 | 46664 | | 14-Mar-95 | N62472-90-C-0424 | Disp | D | | | | Roofing | 939,605 | 28-Sep-90 | 1606 |
| 14 | 114 | 27591 | 46920 | | 16-Mar-95 | N62470-89-C-9160 | Q | | | | | Facility Modernization | 5,799,544 | 27-Jan-92 | 1129 |
| 15 | 115 | 27581 | 48026 | | 23-Mar-95 | N62471-87-C-1401 | Mod | | | | | Bldg Repair | unspec | 08-Sep-88 | 2355 |
| 16 | 116 | 27615 | 42616 | | 29-Mar-95 | N62470-83-C-3430 | Disp | | | | | Base Housing Repairs | 3,343,044 | 15-Nov-85 | 3374 |
| 17 | 117 | 27617 | 39892 | | 05-Apr-95 | N68248-84-C-4113 | Disp | | | | | Trident Refit Facility | 7,399,000 | 28-Feb-86 | 3275 |
| 18 | 118 | 27637 | 48002 | | 14-Apr-95 | N68711-92-C-0747 | Disp | | | | | Emergency Treatment Rm | unspec | 29-Jun-92 | 1005 |
| 19 | 119 | 27718 | 44065 | | 04-May-95 | N62467-83-C-0034 | Mod | Warr | Perf | D | | BEQ | 9,131,928 | 04-Apr-85 | 3630 |
| 20 | 120 | 27717 | 45457 | | 19-May-95 | N62766-89-C-2497 | LD | | | | | Sewage Station | 473,874 | 10-May-89 | 2169 |
| 21 | 121 | 27713 | 46218 | | 22-May-95 | N68711-87-C-7859 | IC | | | | | Weapons Test Facility | 7,487,028 | 26-Jul-91 | 1376 |
| 22 | 122 | 27750 | 42920 | | 09-Jun-95 | N62467-88-C-0646 | Disp | | | | | Naval Reserve Center | 4,361,631 | 01-May-89 | 2198 |
| 23 | 123 | 27769 | 47618 | | 23-Jun-95 | N62472-84-C-4744 | Mist | | | | | Steam Lines | unspec | 29-Mar-89 | 2244 |
| 24 | 124 | 27767 | 48247 | 48295 | 26-Jun-95 | N68711-92-C-4077 | Perf | D | LD | | | Repair Water Tower | unspec | 23-Sep-92 | 993 |
| 25 | 125 | 27794 | 48172 | | 05-Jul-95 | N62467-92-C-0591 | D | | | | | Water Tower | 803,619 | 26-Apr-93 | 789 |
| 26 | 126 | 27807 | 41561 | | 05-Jul-95 | N62470-87-C-4301 | Def | | | | | Windows and Doors | unspec | 18-Sep-89 | 2087 |
| 27 | 127 | 27883 | 46935 | | 29-Aug-95 | N62477-85-C-0360 | D | | | | | UPS System | 845,789 | 20-Sep-90 | 1779 |
| 28 | 128 | 27920 | 44485 | et al | 31-Aug-95 | N62864-85-C-0099 | Mod | D | Perf | SC | Def | Runway | 27,797,248 | 22-Sep-87 | 2859 |

| 1996 | | | | | | | Causes | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | Sample | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 129 | 27951 | 44523 | 44524 | 15-Sep-95 | N62472-86-C-0030 | Mod | | | | Utility Improvements | 2,468,669 | 23-Aug-88 | 2542 |
| 2 | 130 | 28095 | 45929 | | 14-Dec-95 | N62467-86-C-0118 | War | | | | Roofing | 3,988,858 | 30-Jun-88 | 2684 |
| 3 | 131 | 28089 | 47307 | 47308 | 15-Dec-95 | N62467-92-C-4188 | Bond | | | | Child Care Center | 276,000 | 30-Sep-93 | 795 |
| 4 | 132 | 28091 | 46247 | | 27-Dec-95 | N62477-90-C-1074 | Accept | Q | | | Water Clarifiers | unspec | | |
| 5 | 133 | 28180 | 48799 | | 13-Feb-96 | N62472-92-C-3364 | Risk | Allow | | | PEB | unspec | 10-Aug-92 | 1263 |
| 6 | 134 | 28198 | 44525 | | 16-Feb-96 | N62477-90-C-0070 | Disp | D | Pay | | Bldg Alterations | unspec | 30-Sep-92 | 1216 |
| 7 | 135 | 28197 | 48725 | | 20-Feb-96 | N62467-80-C-0099 | Disp | | | | Base Housing Reno | 4,688,400 | 01-Aug-82 | 4879 |
| 8 | 136 | 28227 | 44259 | | 04-Mar-96 | N62470-87-C-7071 | IC | | | | 2 PEB | 29,089,039 | 08-Sep-89 | 2336 |
| 9 | 137 | 28229 | 45755 | | 12-Mar-96 | N62467-86-C-1582 | SC | | | | Crane Foundations | 7,675,000 | 01-Jun-87 | 3161 |
| 10 | 138 | 28250 | 46012 | | 15-Mar-96 | N62477-90-C-3664 | Def | | | | Mechanical | 329,425 | 06-Apr-92 | 1419 |
| 11 | 139 | 28246 | 48211 | | 19-Mar-96 | N68711-92-C-6351 | Disp | | | | Sewer System | 3,072,000 | 30-Sep-92 | 1249 |
| 12 | 140 | 28280 | 48627 | | 04-Apr-96 | N62477-90-C-3067 | Disp | | | | Bldg. Construction | 117,105 | 07-Jan-92 | 1527 |
| 13 | 141 | 28277 | 46303 | et al | 09-Apr-96 | N62477-90-C-4825 | Def | D | LD | | Blast Chamber | 262,997 | 31-Jul-90 | 2049 |
| 14 | 142 | 28295 | 43307 | 44387 | 16-Apr-96 | N62472-83-C-1468 | Perf | D | IC | | Stiff Leg Derrick | 3,359,300 | 14-Nov-84 | 4112 |
| 15 | 143 | 28289 | 48002 | | 24-Apr-96 | N68711-92-C-0747 | D | Mod | | | Hospital Treatment Room | 76,585 | 29-Jun-92 | 1375 |
| 16 | 144 | 28323 | 40454 | | 25-Apr-96 | N62472-87-C-4739 | LD | | | | Cooling Coils | 207,000 | 02-Sep-87 | 3113 |
| 17 | 145 | 28320 | 48929 | 49172 | 30-Apr-96 | N62474-80-C-9657 | Disp | | | | Misc. Construction | 1,912,500 | 24-Sep-81 | 5256 |
| 18 | 146 | 28372 | 47988 | et al | 07-Jun-96 | N68711-92-C-6414 | Mod | SC | | | Roofing | 3,943,099 | 30-Jul-92 | 1387 |
| 19 | 147 | 28392 | 49407 | | 13-Jun-96 | N62470-94-C-1902 | FA | | | | Line Smoke Detectors | 95,960 | 01-Feb-95 | 492 |
| 20 | 148 | 28400 | 47309 | et al | 20-Jun-96 | N62470-90-C-0043 | Sub | Disp | Q | Perf | Multi-Story Bldg | unspec | 25-Jul-88 | 2845 |
| 21 | 149 | 28423 | 48605 | | 09-Jul-96 | N62477-92-C-3513 | Mist | | | | Upgrade 2 Bldg | unspec | 01-Sep-93 | 1028 |
| 22 | 150 | 28441 | 47773 | | 19-Jul-96 | N62467-89-C-4351 | Perf | GFM | LD | | Upgrade Football Field | 459,244 | 08-Mar-91 | 1931 |
| 23 | 151 | 28463 | 47161 | | 29-Jul-96 | N62474-90-C-0422 | LD | | | | Bldg Modification | 408,890 | 19-Apr-90 | 2260 |
| 24 | 152 | 28496 | 47941 | | 08-Aug-96 | N62474-90-C-1496 | Q | | | | Construct Bldg | unspec | 01-Jul-91 | 1837 |
| 25 | 153 | 28562 | 47162 | | 10-Sep-96 | N62474-89-C-6090 | Perf | Mod | IC | Pay | Construct Bldg | 238,797 | 29-Jan-92 | 1661 |
| 26 | 154 | 28578 | 48468 | | 18-Sep-96 | N62471-91-C-1302 | IC | | | | Switch Gear/Generator | unspec | 18-Aug-92 | 1470 |
| 27 | 155 | 28572 | 48159 | | 19-Sep-96 | N62477-91-C-1088 | Disp | | | | Range Improvements | 154,800 | 20-Jul-94 | 779 |
| 28 | 156 | 28592 | 46135 | | 02-Oct-96 | N62472-88-C-3642 | Mist | | | | Electrical SubStation | 145,000 | 27-Sep-94 | 725 |

| 1997 | | | | | | | Causes | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | Sample | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 157 | 28659 | 49822 | et al | 15-Nov-91 | N62470-84-C-4032 | W | IC | Q | Mod | 3 Story Bldg | 6,302,954 | 31-Jul-87 | 1545 |
| 2 | 158 | 28921 | 48248 | | 09-Oct-96 | N62471-92-C-1368 | Mod | | | | UG Monitoring Wells | 134,527 | 21-Sep-93 | 1098 |
| 3 | 159 | 28729 | 49702 | | 30-Dec-96 | N62467-93-C-1096 | IC | | | | Engr Service Ctr | 26,542,000 | 16-Sep-94 | 824 |
| 4 | 160 | 28744 | 45902 | | 14-Jan-97 | N62477-89-C-0222 | Disp | | | | Interior Renovations | unspec | 03-Nov-88 | 2951 |
| 5 | 161 | 28758 | 48818 | | 16-Jan-97 | N62472-92-C-6000 | Disp | | | | Demo Tank Farm | 392,000 | 30-Sep-92 | 1546 |
| 6 | 162 | 28806 | 45205 | | 14-Feb-97 | N62474-89-C-2400 | Mod | D | Q | IC | Boliers | 77,400 | 18-Sep-89 | 2666 |
| 7 | 163 | 28807 | 50083 | | 14-Feb-97 | N62474-85-C-5492 | Lab | Mod | | | Base Housing Const | 41,223,000 | 15-Sep-89 | 2669 |
| 8 | 164 | 28819 | 41544 | | 21-Feb-97 | N62467-89-C-0178 | Mod | | | | Repair Taxi-Way | 189,825 | 08-Mar-89 | 2863 |
| 9 | 165 | 28825 | 49752 | | 25-Feb-97 | N62477-92-C-0246 | D | | | | Library | unspec | 26-Jul-94 | 929 |
| 10 | 166 | 28906 | 50382 | | 31-Mar-97 | N62472-93-C-8840 | Disp | Pay | | | Bldg Repairs | 396,174 | 02-May-94 | 1049 |
| 11 | 167 | 28889 | 48137 | | 08-Apr-97 | N62470-92-C-1133 | Perf | | | | Concrete and Paving | 2,342,700 | 30-Sep-92 | 1628 |
| 12 | 168 | 28984 | 49180 | | 07-May-97 | N62472-92-C-6000 | IC | | | | Fuel Tank Farm | 392,000 | 30-Sep-92 | 1657 |
| 13 | 169 | 29075 | 46332 | | 29-May-97 | N62864-86-C-0008 | D | | | | Aircraft Parking Apron | 1,339,000 | 15-Mar-88 | 3314 |
| 14 | 170 | 29102 | 47937 | | 03-Jul-97 | N62467-87-C-0076 | D | Mod | | | Base Housing Repairs | unspec | 27-Jul-92 | 1776 |
| 15 | 171 | 29124 | 41508 | | 21-Jul-97 | N62472-85-C-0018 | Disp | | | | SIMA Facility | 33,454,355 | | |
| 16 | 172 | 29136 | 48528 | | 22-Jul-97 | N68711-90-C-0105 | SC | Mod | | | Demo/Const Pier | unspec | 01-Sep-92 | 1761 |
| 17 | 173 | 29166 | 48715 | 48716 | 25-Jul-97 | N62467-88-C-0657 | SC | IC | | | Special Forces Bldg | 9,304,000 | 03-Jun-92 | 1852 |
| 18 | 174 | 29164 | 45600 | | 29-Jul-97 | N62472-90-C-1688 | Mod | SC | Sub | | Renovate Shower Rooms | 205,645 | 30-Dec-91 | 2009 |
| 19 | 175 | 29191 | 48541 | | 19-Aug-97 | N62490-91-C-1174 | IC | | | | Misc Construction | unspec | 30-Sep-93 | 1399 |
| 20 | 176 | 29264 | 47050 | | 29-Sep-97 | N62467-84-C-0517 | Mist | | | | BEQ Construction | 7,187,000 | 18-Feb-93 | 1661 |
| 21 | 177 | 29281 | 48260 | | 30-Sep-97 | N68711-91-C-9313 | D | IC | LD | | Mechanical Construction | 572,286 | 30-Sep-91 | 2160 |
| 22 | 178 | 29280 | 50615 | | 09-Oct-97 | N62467-91-C-0696 | IC | | | | Fire Station Addition | unspec | 28-Sep-92 | 1811 |
| 23 | 179 | 29317 | 49512 | 50895 | 28-Oct-97 | N62745-92-C-3106 | D | LD | Disp | | Repair BEQ | unspec | 19-May-92 | 1959 |

| 1998 | | | | | | | Causes | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | Sample | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 180 | 29346 | 48748 | | 07-Nov-97 | N62472-88-C-0004 | SC | Mod | | | Demo/Constr Bldg | 10,880,818 | 19-Sep-91 | 2208 |
| 2 | 181 | 29378 | 48159 | | 07-Nov-97 | N62477-91-C-1088 | Disp | | | | Rifle Range Const | 154,800 | 25-May-94 | 1242 |
| 3 | 182 | 29468 | 50811 | | 10-Dec-97 | N62467-92-C-0739 | Disp | Perf | Mod | | UST | 62,311 | 27-Sep-93 | 1513 |
| 4 | 183 | 29465 | 50812 | | 15-Dec-97 | N62467-91-C-0874 | SC | Mod | | | UST | 81,280 | 27-Sep-93 | 1518 |
| 5 | 184 | 29486 | 48933 | | 29-Dec-97 | N62472-93-C-5553 | Mist | | | | Office Renovation | unspec | 24-Sep-93 | 1535 |
| 6 | 185 | 29501 | 41762 | | 12-Jan-98 | N62467-89-C-0178 | IC | Perf | Mod | D | Runway Repair | 189,825 | 08-Mar-89 | 3184 |
| 7 | 186 | 29545 | 49704 | | 28-Jan-98 | N62745-93-C-7906 | IC | | | | Roofing | unspec | 30-Sep-93 | 1558 |
| 8 | 187 | 29564 | 44256 | | 30-Jan-98 | N62477-89-C-0078 | LD | IC | | | Renovate Housing | unspec | 30-Sep-97 | 120 |
| 9 | 188 | 29632 | 48745 | | 16-Mar-98 | N62467-89-C-0173 | D | | | | Clothing Issue Bldg | unspec | 27-Apr-92 | 2119 |
| 10 | 189 | 29781 | 47779 | | 13-May-98 | N62467-85-C-0182 | IC | Perf | | | Base Housing Reno | 2,990,016 | 29-Sep-89 | 3104 |
| 11 | 190 | 29782 | 39605 | 39898 | 22-May-98 | N68248-84-C-4113 | D | LD | | | Trident Refit Facility | 7,399,000 | 28-Feb-86 | 4402 |
| 12 | 191 | 29868 | 50861 | | 26-Jun-98 | N62471-92-C-1368 | Pric | | | | Monitoring Wells | 134,527 | 21-Sep-93 | 1715 |
| 13 | 192 | 29888 | 51076 | | 13-Jul-98 | N68711-96-C-2241 | IC | Perf | | | Ind. Hygiene Facility | 1,217,705 | 19-Sep-96 | 654 |
| 14 | 193 | 29903 | 43929 | | 16-Jul-98 | N62474-84-C-4032 | D | Pric | | | Base Housing Reno | 397,010 | 23-Sep-88 | 3533 |
| 15 | 194 | 29952 | 42920 | | 14-Aug-98 | N62467-88-C-0646 | Q | D | Def | | Navy/Marine Reserve CTR | 4,361,631 | 12-May-89 | 3332 |
| 16 | 195 | 30021 | 51262 | | 18-Sep-98 | N62467-94-C-2592 | D | | | | Wildlife Viewing CTR | 173,602 | 01-Aug-96 | 767 |
| 17 | 196 | 30024 | 51407 | 51415 | 21-Sep-98 | N62467-96-C-5117 | D | | | | UST | 69,900 | 23-Sep-96 | 718 |
| 18 | 197 | 30063 | 51041 | | 25-Sep-98 | N62467-93-C-0883 | D | Perf | | | 7 Story Bldg | unspec | 28-Sep-95 | 1077 |

| 1999 | | | | | | | Causes | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | Sample | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 198 | 30253 | 51639 | | 05-Feb-99 | N62467-94-C-0083 | Disp | | | | Misc. Environmental Wk | unspec | 12-Jul-95 | 1283 |
| 2 | 199 | 30327 | 49820 | | 01-Apr-99 | N62467-90-C-0861 | D | Mod | | | Air Rescue Facility | 2,225,833 | 16-Mar-93 | 2175 |
| 3 | 200 | 30340 | 51670 | | 09-Apr-99 | N62467-96-C-2032 | Q | IC | | | Mechanical Construction | 398,611 | 10-Sep-96 | 929 |
| 4 | 201 | 30349 | 51352 | | 26-Apr-99 | N62475-92-C-3106 | Disp | D | | | BEQ Construction | unspec | 19-May-92 | 2497 |
| 5 | 202 | 30391 | 46567 | | 04-May-99 | N62745-90-C-1149 | Mod | Pay | D | | Base Park | unspec | 21-Dec-92 | 2293 |
| 6 | 203 | 30398 | 48782 | | 20-May-99 | N62470-89-C-9160 | A | | | | Modernize Facility | unspec | 27-Jan-91 | 2993 |
| 7 | 204 | 30445 | 50460 | | 28-Jun-99 | N62470-89-C-2471 | IC | | | | Electrical Distribution | 1,670,000 | 27-Sep-90 | 3151 |
| 8 | 205 | 30512 | 49509 | | 28-Jul-99 | N62474-93-C-2414 | IC | Perf | | | Paint Facility Const | 3,918,124 | 23-Dec-94 | 1655 |
| 9 | 206 | 30519 | 49014 | | 06-Aug-99 | N62477-93-C-0116 | Perf | | | | Officer Hsg Renovation | 830,340 | 15-Sep-94 | 1761 |
| 10 | 207 | 30531 | 49270 | | 20-Aug-99 | N62470-87-C-7071 | D | | | | Plating Facility Const | 29,089,039 | 08-Sep-89 | 3582 |

| 2000 | | | | | | | Causes | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | Sample | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 208 | 30622 | 40515 | 43619 | 18-Oct-99 | N62470-81-C-1403 | D | | | | Gym Construction | unspec | 15-Jul-85 | 5133 |
| 2 | 209 | 30624 | 49604 | | 19-Oct-99 | N62477-90-C-0044 | Disp | | | | Bldg Demo/Asbestos | 5,092,903 | 19-Jun-90 | 3360 |
| 3 | 210 | 30625 | 40516 | | 20-Oct-99 | N62470-84-C-4128 | SC | D | Perf | | Youth Center Const | 1,120,050 | 28-Oct-86 | 4672 |
| 4 | 211 | 30697 | 50557 | 52282 | 15-Dec-99 | N62467-93-C-4009 | D | | | | Electrical(Marine) | unspec | 29-Oct-93 | 2206 |
| 5 | 212 | 30779 | 49561 | | 11-Feb-00 | N62467-94-C-9891 | IC | Pric | | | UST | 479,000 | 26-Sep-94 | 1935 |
| 6 | 213 | 30777 | 48882 | | 16-Feb-00 | N62472-84-C-4744 | D | Perf | Mod | | Steam/Mechanical | 214,000 | 29-Mar-89 | 3917 |
| 7 | 214 | 30286 | 47498 | | 29-Feb-00 | N62472-90-C-5164 | Perf | Mod | LD | | Dredging | 229,925 | 23-May-91 | 3156 |
| 8 | 215 | 30929 | 50288 | | 16-May-00 | N62474-82-C-0627 | IC | | | | Auto Shop | unspec | 30-Sep-86 | 4906 |
| 9 | 216 | 30931 | 51453 | | 16-May-00 | N62472-96-C-3237 | B | | | | BOQ Renovation | 786,175 | 01-Sep-96 | 1335 |
| 10 | 217 | 30981 | 52401 | | 15-Jun-00 | N62467-98-C-3128 | D | A | VE | Disp | Electrical (Marine) | 139,500 | 14-Sep-98 | 631 |
| 11 | 218 | 31021 | 51759 | | 11-Jul-00 | N68378-94-C-5830 | B | Disp | | | Trash Encl/Fencing | 2,116,109 | 01-Dec-92 | 2740 |
| 12 | 219 | 31022 | 44195 | | 12-Jul-00 | N62470-81-C-1177 | D | Perf | | | Fuel Tank Facilities | unspec | 01-Sep-85 | 5351 |
| 13 | 220 | 31098 | 49125 | | 31-Aug-00 | N62467-93-C-5682 | SC | T | | | Runway Repairs | unspec | 30-Sep-93 | 2490 |
| 14 | 221 | 31103 | 50083 | | 11-Sep-00 | N62474-85-C-5492 | IC | Disp | | | Military Housing Const | 17,584,000 | 01-Aug-89 | 4000 |
| 15 | 222 | 31119 | 51972 | et al. | 29-Sep-00 | N62467-91-C-4119 | D | SC | Perf | Mod | Building Construction | 232,700 | 15-Sep-94 | 2174 |

| 2001 | | | | | | | Causes | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | Sample | RefNo | ASBCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 223 | 31263 | 46346 | | 02-Jun-99 | N62467-81-C-0959 | D | Mod | | | Fire Alarm System | 1,074,000 | 23-Feb-87 | 4419 |
| 2 | 224 | 31166 | 51874 | | 13-Nov-00 | N62472-94-C-5259 | Def | Mod | | | Arresting land System | 811,500 | 05-Sep-97 | 1148 |
| 3 | 225 | 31246 | 51590 | | 04-Jan-01 | N62472-90-C-0410 | Disp | | | | Roofing | 118,569 | 30-Jul-91 | 3394 |
| 4 | 226 | 31252 | 52173 | 53049 | 23-Jan-01 | N62477-94-C-0028 | SC | Mod | | | Bldg Renovation | unspec | 03-May-96 | 1700 |
| 5 | 227 | 31267 | 52261 | | 26-Jan-01 | N62477-94-C-0028 | Disp | D | | | Bldg Renovation | 19,073,139 | 03-May-96 | 1703 |
| 6 | 228 | 31392 | 49255 | | 24-Apr-01 | N62474-86-C-0090 | Disp | D | | | BEQ Construction | 7,925,336 | 15-Apr-88 | 4689 |
| 7 | 229 | 31421 | 52327 | | 03-May-01 | N33191-96-C-0716 | Q | | | | Misc. Construction | unspec | 28-Sep-96 | 1655 |
| 8 | 230 | 31435 | 52491 | 52492 | 29-May-01 | N33191-96-C-0716 | Perf | IC | | | Misc. Construction | unspec | 28-Sep-96 | 1681 |
| 9 | 231 | 31480 | 53167 | | 22-Jun-01 | N62474-96-C-8021 | Mod | | | | Fuel Filing Station | 1,089,463 | 13-Feb-97 | 1569 |
| 10 | 232 | 31520 | 51473 | | 12-Jul-01 | N62742-95-C-1315 | Disp | SC | | | Fire Alarm System | 116,874 | 18-Apr-96 | 1884 |
| 11 | 233 | 31547 | 52416 | et.al | 25-Jul-01 | N33191-96-C-0716 | Perf | Mod | | | Misc. Construction | unspec | 28-Sep-96 | 1737 |
| 12 | 234 | 31548 | 52465 | | 30-Jul-01 | N68711-94-C-1593 | Disp | | | | Renovate Hangars | unspec | 10-Dec-96 | 1670 |
| 13 | 235 | 31555 | 50471 | | 20-Aug-01 | N62474-94-C-7380 | IC | | | | BOQ. Construction | 14,994,183 | 03-Aug-94 | 2537 |
| 14 | 236 | 31584 | 44937 | | 07-Sep-01 | N62467-87-C-0085 | IC | Perf | D | Mod | NEX Construction | unspec | 20-Jul-89 | 4367 |
| 15 | 237 | 31621 | 51601 | | 26-Sep-01 | N62474-95-C-2869 | SC | | | | Base Housing Const | unspec | 10-Oct-95 | 2146 |
| 16 | 238 | 31624 | 51252 | | 16-Oct-01 | N62470-89-C-2751 | Def | | | | Electrical Construction | 225,000 | 28-Jun-96 | 1908 |
| 17 | 239 | 31627 | 52376 | | 24-Oct-01 | N68711-94-C-1499 | IC | Mis | Perf | | Masonry Bldg Const | 6,309,630 | 30-Jan-97 | 1704 |

| 2002 | | | | | | | Causes | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case # | Sample | RefNo | ABSCA #(P) | ASBCA#(2) | Decision Date | Contract # | LI1 | LI2 | LI3 | LI4 | Contract Description | Award Amount | Award Date | l.span |
| 1 | 240 | 31672 | 53002 | | 09-Nov-01 | N33191-96-C-0716 | Q | IC | D | | Misc. Construction | unspec | | |
| 2 | 241 | 31765 | 52475 | 52305 | 12-Feb-02 | N68711-91-C-0116 | Mod | Q | | | LCAC Facility | 18,723,599 | 16-Jun-92 | 3476 |
| 3 | 242 | 31794 | 50586 | | 21-Feb-02 | N62472-93-C-0396 | B | | | | Haz. Waste Facility | unspec | 30-Sep-94 | 2661 |
| 4 | 243 | 31793 | 53385 | | 06-Mar-02 | N68711-92-C-4710 | IC | Disp | Perf | | Monitoring Wells | unspec | | |
| 5 | 244 | 31806 | 53498 | | 26-Mar-02 | N62467-99-C-1017 | Mod | | | | Fire Sprinkler System | 364,000 | 23-Sep-99 | 903 |
| 6 | 245 | 31804 | 53482 | | 27-Mar-02 | N62470-98-C-5322 | Disp | | | | Coal and Ash System | unspec | 01-Sep-99 | 926 |
| 7 | 246 | 31807 | 53481 | | 27-Mar-02 | N62470-99-C-3619 | Disp | | | | Heating Plant | 817,510 | 01-Dec-99 | 836 |
| 8 | 247 | 31837 | 51590 | 53052 | 09-Apr-02 | N62472-90-C-0410 | Mod | LD | SC | D | Roofing | 118,569 | 30-Jul-91 | 3849 |
| 9 | 248 | 31851 | 52701 | 52746 | 02-May-02 | N62467-96-C-0761 | Disp | D | | | NEX Conversion | 3,604,100 | 21-Aug-96 | 2051 |
| 10 | 249 | 31855 | 53587 | | 03-May-02 | N62470-99-C-9207 | D | | | | Runway Repair | unspec | 29-Sep-00 | 574 |
| 11 | 250 | 31932 | 53627 | 53626 | 18-Jul-02 | N62467-95-C-1018 | IC | Perf | | | Dental/Medical Clinic | 14,852,218 | 16-Sep-97 | 1742 |

# APPENDIX C: RANDOM SAMPLE "ROOT" CAUSE TOTALS

## Litigation – Root Cause Summary

**Government**

1. Defective Specifications (1)
2. Communication (Post Award) (11)
3. Communication (Pre-Award) (2)
4. Project Scheduling (1)
5. Pre-Award Design Review (3)
6. Unforeseen Site Conditions (1)
7. Quality Assurance (4)
8. Change Order Issuance (1)
9. Pre-Award Bid Review (1)
10. Communication (Internal) (1)
11. Faulty Negotiation Procedure (2)
12. Pre-Construction Conference Procedures. (4)
13. Project Management Procedures (1)
14. Progress Monitoring (1)
15. Knowledge of Local Statutes (2)
16. Submittal Response Period (1)

**Contractor**

1. Familiarity with Contract Documents (10)
2. Bid Development Error (5)
3. Scheduling (5)
4. Quality Control (3)
5. Non-compliance with Contract (1)
6. Knowledge of NAVFAC Contracting (10)
7. Communication (Internal) (2)
8. Financial Practices (1)
9. Submittal Preparation (1)
10. Davis-Bacon Wages (1)
11. Communication (Post Award) (2)
12. Faulty Negotiation Procedures (1)
13. Knowledge of Environmental Regulations. (1)
14. Record Keeping (1)
15. Negotiation Procedures (1)
16. Project Management Procedures (2)

# APPENDIX D: RANDOM SAMPLE CASE ABSTRACTS

**General Description**

| | |
|---|---|
| Sample #: | 1 |
| Case Title: | Santa Fe Engr., Inc. |
| Parties: | Santa Fe Engr., Inc. vs. NAVFAC (U.S. Navy) |
| Contract #: | N62474-75-C-6276 |
| Contract Type: | Fixed Price |
| NAVFAC Command: | Western Division |
| Location: | NH Bremerton, Washington |
| Type of Project: | Naval Hospital |
| Award Amount: | $23,737,000 |

**Project Description**

Construction of a Naval Hospital and support facilities at Bremerton, Washington

**Legal Issues**

1. Interpretation of Contracts – Drawings – Reasonableness of Interpretation

The contractor disputes the government's interpretation of the contract drawings for seismic and vibration isolation requirements in the form of inertia pads associated with medical air compressors. The contractor seeks equitable adjustment.

Upon placement of inertia pads, the contractor was informed by the government that he had installed pads of the wrong dimensions. The contractor was required to remove the items and install properly dimensioned pads.

**Decision**

The court found that it was the responsibility of the contractor to properly interpret the contract drawings and specifications. The contract stated that the contractor was to choose the air compressors and their associated inertia pads. These two components were to comply with space, seismic and vibration isolation requirements as outlined in the contract specifications. The contractor was mistaken when he chose to reference the contract drawings as a basis for inertia pad selection and installation. The specifications took priority over the drawings.

**Appeal Denied**

**Root Cause of Dispute**

Contractor – Interpretation of drawings and specifications

**General Description**

| | |
|---|---|
| Sample #: | 2 |
| Case Title: | Pioneer Enterprises, Inc. |
| Parties: | Pioneer Enterprises, Inc. vs. NAVFAC |
| Contract Type: | Fixed Price |
| Contract #: | N62467-86-C-0531 |
| NAVFAC Command: | Southern Division |
| Location: | NAS Key West, Florida |
| Type of Project: | Navy Lodge |
| Award Amount: | $1,832,447 |

**Project Description**

Construction of a two story, concrete, and masonry temporary housing facility (Navy Lodge)

**Legal Issues**

1. Risk Allocation – Availability of Supplies – Off the Shelf vs. Custom

The contractor seeks compensation for lack of available non-prestressed concrete joists at the time of construction. Contract bid based on off the shelf availability of material.

2. Delays – Suspension of Work - Proof

The contractor seeks time extension associated with lack of availability of construction supplies.

3. Contract Disputes – Contractor's Obligation to Proceed – Defective Specifications

The contractor seeks a time extension associated with a government order to place a roof that was unwarrantable. The government relieved the contractor of its warranty obligation.

4. Delays – Causation – Critical Path

The contractor maintains that the change in roof placement affected interior work and therefore resulted negatively on the critical path.

5. Interpretation of Contracts – Pre-award Communications – Contractor's Suggestion

The contractor seeks equitable adjustment for a design change (addition of floor tile) after a pre-award, cost-cutting suggestion (elimination of floor tile) had been made and accepted by the government.

**Decision**

The court found that the contractor was responsible for acquisition of the concrete joists. The joists were readily available, albeit at customs prices. Equitable adjustment and time extensions associated with this item are denied. All warranty issues surrounding the roof were properly addressed by the government. The government issued a proper contract modification. The critical path was not adversely affected by the installation of the roof because the contractor had installed a temporary roof so as to allow interior work to proceed. Upon completion of the permanent roof, the interior work had not been completed. On the last issue surrounding the floor tile, the court found that the contractor was entitled to equitable compensation and interest associated with the addition of floor tile to the project. The contractor had submitted a cost saving proposal during the pre-award phase of this contract and it was accepted by the government. A reversal on the part of the government constitutes a situation where the contractor should be afforded equitable adjustment.

**Appeal Sustained in Part**

**Root Causes of Litigation**

Contractor – Material selection, Activity sequencing
Government – Installation instructions, Disregard for a cost savings proposal

**General Description**

| | |
|---|---|
| Sample #: | 3 |
| Case Title: | Santa Fe Engr., Inc. |
| Parties: | Santa Fe Engr., Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62474-75-C-6276 |
| NAVFAC Command: | Western Division |
| Location: | Naval Hospital Bremerton, Washington |
| Type of Project: | Naval Hospital |
| Award Amount: | $23,737,000 |

**Project Description**

Construction of a Naval Hospital and support facilities at Bremerton, Washington

**Legal Issues**

1. Interpretation of Contracts – Contract as a Whole – Meaning to Every Part

The contractor seeks equitable adjustment for installation of flush mounted clocks in two scrub rooms. The contractor maintains that because the clocks aren't specifically identified in the electrical drawings that he shouldn't be held responsible for procurement and installation of such items. All other clocks are identified in the electrical drawings. The scrub room clocks are in-fact identified in the architectural drawings.

**Decision**

The court ruled against the contractor for two reasons. First, the contractor was unable to show how the drawings were interpreted during bid preparation. Secondly, it is the contractor's responsibility to read and interpret the contract as a whole. The contractor is responsible for all of the information provided within the confines of the contract specifications and drawings.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Completeness of estimate, Interpretation of drawings and specifications
Government – Equipment placement errors in the drawings

**General Description**

| | |
|---|---|
| Sample #: | 4 |
| Case Title: | Hurst Excavating, Inc. |
| Parties: | Hurst Excavating, Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62477-81-C-0408 |
| NAVFAC Command: | Chesapeake Division |
| Location: | Andrews AFB, Maryland |
| Type of Project: | Rehabilitate Steam Distribution System |
| Award Amount: | $4,249,494 |

**Project Description**

Rehabilitate steam distribution system

**Legal Issues**

1. Delays – Adjustments – Mitigation

The contractor seeks equitable adjustment for idle equipment. Delays were a result of manhole sizing issues.

2. Delays – Acceleration – Seasonal Restriction

The contractor seeks equitable adjustment for government restricted work periods during the heating season. A revised completion date was requested by the government.

3. Performance – Directions by Government – Necessity of Specified Precautions

The contractor seeks equitable adjustment for shoring and trenching requirements requested by the government.

4. Site Conditions – Contract Indications, Category I – Utilities

The contractor seeks equitable adjustment for unforeseen site conditions. The contractor was affected by previously unidentified utilities.

5. Performance – Directions by Government – Redundant Test Pits

The contractor seeks equitable adjustment for the excavation of additional test pits as required by the government.

6. Site Conditions – Contract Indications, Category I – Adequacy of Specified Material

The contractor seeks equitable adjustment for the placement of bedding stone that was larger than specified.

7. Performance – Specifications – Reliance on Defective Elevation

The contractor seeks equitable adjustment for the replacement of a manhole due to faulty elevation readings. Government elevation readings were erroneous. However, the new manhole was placed based on the contractor's surveying results.

**Decision**

The court ruled that the contractor was entitled to a partial upward adjustment for idle equipment due to government requests for submittals already in their possession. The remaining portion claimed by the contractor was denied as the contractor failed to justify why the equipment had sat on-site for approximately three months. Contractor was awarded entitlement for heating season restrictions. The claim surrounding the additional requirements for shoring and trenching was denied as the government's position was deemed reasonable and in-keeping with industry standards. The claim addressing additional utilities was covered under the differing site conditions clause and therefore subject to equitable adjustment. The issue regarding additional test pits warranted equitable adjustment because it covered work outside of the scope of the original project. The claim for larger bedding stone was denied because the contractor proceeded without requesting government permission or compensation. The claim for the equitable adjustment regarding the new manhole was also denied as the contractor's surveying measurements, not the government's, formed the basis of placement.

**Appeal Sustained in Part**

**Root Causes of Litigation**
Contractor – Equipment scheduling, Placement of unauthorized material
Government - Award Scheduling, In-place conditions verification

**General Description**

| | |
|---|---|
| Sample #: | 5 |
| Case Title: | Pacific Sunset Builders, Inc. |
| Parties: | Pacific Sunset Builders, Inc. vs. NAVFAC |
| Contract Type: | Fixed Price |
| Contract #: | N62474-85-C-5740 |
| NAVFAC Command: | Western Division |
| Location: | CBC Port Hueneme, California |
| Type of Project: | Civil Engineer Corps Officer School |
| Award Amount: | $6,535,000 |

**Project Description**

Construct Civil Engineer Corps Officer School

**Legal Issues**

1. Defaults, Grounds – Bonds – Failure to Furnish Performance and Payment

The contractor seeks compensation from the government after being terminated on a default basis. The contractor failed to provide contract mandated performance and payment bonds.

**Decision**

The court ruled against the contractor citing the termination for default clause of the contract. The court found that the government properly terminated the contract after it was determined that contractor was not in compliance.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Non-Compliance with contract bonding requirements

**General Description**

| | |
|---|---|
| Sample #: | 6 |
| Case Title: | Shirley Const. Corp. |
| Parties: | Shirley Const. Corp. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62470-83-C-3281 |
| NAVFAC Command: | Atlantic Division |
| Location: | NAS Oceana, Virginia |
| Type of Project: | Hazardous Flammable Storage Building |
| Award Amount: | $629,709 |

**Project Description**

Construct Hazardous Flammable Storage Building

**Legal Issues**

1. Performance – Specifications – Concrete Slab

The contractor seeks equitable adjustment for the replacement of a concrete floor slab. The contractor was directed to replace the slab after it was determined that he had failed to properly place reinforcing wire in the original floor slab.

2. Quality – Compliance with Specifications – Concrete Slab

The contractor maintains that the strength requirements for the concrete floor slab were met and therefore the contract requirements were honored. The government deemed the floor slab non-compliant due to the lack of reinforcing wire mesh at the contract mandated location.

**Decision**

The court found that the contractor was not entitled to equitable adjustment for the second slab as they had failed to comply with the contract specification initially. The court found that the government had in-fact identified the problem as the slab was being placed and informed the contractor that placement was at their own risk.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Improper placement of material

**General Description**

| | |
|---|---|
| Sample #: | 7 |
| Case Title: | Triax Pacific, Inc. |
| Parties: | Triax Pacific, Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62474-89-C-1175 |
| NAVFAC Command: | Western Division |
| Location: | NAS Whidbey Island, Washington |
| Type of Project: | Roofing |
| Award Amount: | $1,370,000 |

**Project Description**

Install new roof.

**Legal Issues**

1. Mistakes – Relief after Award - Reformation

The contractor seeks contract reformation to compensate for errors committed in the course of bid development. The contractor maintains that the government had a responsibility to inform him of possible errors associated with his bid.

**Decision**

The court found the contractor was not entitled to contract reformation due to bid errors. The court determined that the bid submitted was reasonable based on the next three lowest bids. Additionally, they ruled that the government had acted properly in their review and acceptance of bids.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Bid development error (Faulty Methodology)

**General Description**

| | |
|---|---|
| Sample #: | 8 |
| Case Title: | Chamac Inc. |
| Parties: | Chamac. Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62474-84-C-4789 |
| NAVFAC Command: | Western Division |
| Location: | MCB Camp Pendleton, Calif. |
| Type of Project: | Tank Moving Target Range |
| Award Amount: | $2,310,258 |

**Project Description**

Construction of various earthwork structures and the installation of supporting electrical components. Activities executed included the construction of earth berms, tank trails and roads, drainage, a control tower, and moving and stationary targets.

**Legal Issues**

1. Interpretation of Contracts – Reasonableness

The contractor maintains that the contract drawings specifying concrete encasement of electrical conduit at locations beneath roads subject to tank crossings did not extend to trails. The contractor seeks equitable adjustment. The Navy maintains that the term "road" is synonymous with both "roads and trails".

2. Interpretation of Contracts – Ambiguity – Duty to Seek Clarification

The contractor was precluded from recovering a claim associated with concrete placement at trail locations due to the omission of the word "trail" from the contract specifications and drawings. The Navy denied request of claim based on the position that the contractor had to duty to clarify before submitting final bid.

**Decision**

The court found that is was reasonable to assume that the contractor should have made inquiry prior to bidding as to what constituted a "road" or "trail". The contract drawings did not show a requirement for concrete encasement at actual road locations. However, they did specify concrete encasement at trail locations listed as roads. The Navy and the contractor agreed on the number of encasement

locations and therefore the contractor was aware of its responsibility to perform this type of work.

**Appeal Denied**

**Root Cause of Dispute**

Contractor – Interpretation of drawing and specifications

**General Description**

| | |
|---|---|
| Sample #: | 9 |
| Case Title: | Mallory Elect Co., Inc. |
| Parties: | Mallory Elect Co., Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62470-89-C-7545 |
| NAVFAC Command: | Atlantic Division |
| Location: | NAS Oceana, Virginia |
| Type of Project: | Electrical Distribution |
| Award Amount: | $479,000 |

**Project Description**

Replacement of two primary distribution transformers.

**Legal Issues**

1. Payments, Progress – Completion Basis - Material

The contractor seeks equitable adjustment for interest accrued on withheld partial payments for material on-site. The contractor references past contracts where payment in-full was granted for material on-site. The government withheld 20% of material value on two in-place distribution transformers. The government contends that the amount withheld is in keeping with NAVFAC guidance (Mackey Rule) regarding payment withholding until such time that the equipment is operational and accepted.

**Decision**

The court ruled that contractor was not entitled to interest accrued on payments withheld for the transformers because the government had acted properly to withhold payment until such time that the aforementioned equipment was operational. The court cited case law that supported use of the "Mackey Rule".

The contractor is not automatically afforded entitlement because of past contract practices.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Knowledge of client contracting practices (Payment Procedure)
Government – Explanation of contracting procedures

**General Description**

| | |
|---|---|
| Sample #: | 10 |
| Case Title: | TMI Coatings, Inc. |
| Parties: | TMI Coatings. Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62470-90-C-0200 |
| NAVFAC Command: | Atlantic Division |
| Location: | NAS Bermuda |
| Type of Project: | Fuel Tank Rehabilitation |
| Award Amount: | $387,131 |

**Project Description**

Rehabilitation and modification of two aircraft fuel tanks.

**Legal Issues**

1. Site Conditions – Contract Indications, Category I – Pitting in the Fuel Tanks

The contractor seeks equitable adjustment and a time extension for the presence of pitting in the interior of the fuel tanks. The contractor was not allowed to inspect the interior of the tanks prior to award. The contractor was informed that the interior of the tanks would be lined with polyurethane and therefore smooth.

2. Liquidated Damages – Propriety of Assessment – Fuel Separators

The contractor seeks to clear assessed liquidated damages for the delayed installation of a fuel separator. The government assessed a total of 18 days-liquidated damages for a delay in project completion due to the installation of fuel separator. The contractor experienced coordination problems with his subcontractors on the issue of testing.

**Decision**

The court ruled that the contractor was entitled to equitable adjustment and a time extension of 15 days for the unforeseen site conditions within the tank. The fact that the government had not provided access to the interior of the tanks prior to award relieved the contractor of liability. On the issue of the fuel separator, the

court determined that the contractor assumes responsibility for the inability of his subcontractor to perform necessary testing in a timely manner. Of the original 18 days assessed, 15 were subtracted for the pitting. The government was entitled to three days liquidated damages.

**Appeal Sustained in Part**

**Root Causes of Litigation**

Contractor – Sub-contractor scheduling
Government – Unforeseen Site Conditions

**General Description**

| | |
|---|---|
| Sample #: | 11 |
| Case Title: | ANA-CA Const Corp. |
| Parties: | ANA-CA Const Corp. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62470-85-C-5247 |
| NAVFAC Command: | Atlantic Division |
| Location: | Army Reserve Center, Yuaco, Puerto Rico |
| Type of Project: | Construct Structure |
| Award Amount: | $1,143,500 |

**Project Description**

Construct a new structure at the Army Reserve Center in Yuaco, Puerto Rico.

**Legal Issues**

1. Acceptance of Performance – Correction of Defects – Demand for Strict Compliance

The contractor seeks equitable adjustment for the demolition and replacement of concrete foundation and above-grade walls. The contractor was directed by the contracting officer to replace concrete foundation elements and walls that did not conform to contract specifications regarding mixing, placement, and strength. The contractor and government A/E proposed solutions were rejected by the contracting officer and an order was issued to demolish and replace newly placed concrete foundation elements and walls.

**Decision**

The court ruled that contractor was entitled to equitable adjustment for the demolition and replacement of the concrete because the government rejected reasonable solutions to the problem. The court found that the contracting officer was within their right to reject the concrete; however, it was unreasonable to

reject both the contractor's and the government's proposed solution.

**Appeal Sustained**

**Root Causes of Litigation**

Contractor – Improper placement of material
Government – Contractor monitoring, Communication with A/E

**General Description**

| | |
|---|---|
| Sample #: | 12 |
| Case Title: | Commercial Roofing |
| Parties: | Commercial Roofing vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62472-90-C-0424 |
| NAVFAC Command: | EFA Midwest |
| Location: | Naval Air Warfare Center, Indianapolis, Indiana |
| Type of Project: | Roofing |
| Award Amount: | $939,605 |

**Project Description**

Install new roof at the Naval Air Warfare Center in Indianapolis, Indiana.

**Legal Issues**

1. Disputes, Claims – Submission to Contracting Officer – Same Set of Operative Facts

The contractor claims 26 additional days of overhead for government caused delays. Request submitted to ASBCA for review. This was an issue of jurisdiction determination.

2. Delays – Overhead – Proof of Loss

The contractor seeks compensation for 26 days of extended overhead due to government caused delays.

**Decision**

The court determined that this claim fell within its jurisdiction. The court ruled that contractor was not entitled to equitable adjustment for the overhead generated during the extended period for two reasons. First, the contractor had been compensated for overhead in separate contract modifications covering changes to

the roof. Secondly, the contractor was unable to prove that it had performed the original roofing work during the contract extension period caused by the government.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Schedule execution
Government – Scope of work (Change Orders)

**General Description**

| | |
|---|---|
| Sample #: | 13 |
| Case Title: | Bellinc Co., Inc. |
| Parties: | Bellinc Co., Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price (8a) |
| Contract #: | N62467-92-C-4188 |
| NAVFAC Command: | Southern Division |
| Location: | Naval Weapons Station, Charleston, South Carolina |
| Type of Project: | Child Care Center |
| Award Amount: | $276,000 |

**Project Description**

Construct a new child care center.

**Legal Issues**

1. Bonds and Sureties – Miller Act – Validity of Regulation

The contractor claims that he was wrongfully terminated for not complying with the bonding requirements set forth in the Miller Act. The contractor feels that his status as an "8a" entity entitles him to a bond waiver as stated in the Miller Act. The government maintains that the contractor did not comply with the alternative surety requirements outlined in the Miller Act and was therefore subject to termination for default.

**Decision**

The court ruled that contractor was properly terminated by the government. The Miller Act requires that contractors eligible for a bond waiver provide an alternative surety in the form of a special bank account. The contractor did not comply with this requirement and was thereby terminated.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Knowledge of NAVFAC contracting procedures (Small Business 8a)

**General Description**

| | |
|---|---|
| Sample #: | 14 |
| Case Title: | ONI Construction, Inc. |
| Parties: | ONI Construction, Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62477-90-C-4825 |
| NAVFAC Command: | Chesapeake Division |
| Location: | Naval Surface Warfare Center, Silver Springs, MD |
| Type of Project: | Blast Chamber |
| Award Amount: | $262,997 |

**Project Description**

Renovate blast chamber.

**Legal Issues**

1. Defaults, Grounds – Performance Requirements – Correction of Defects

The contractor disputes termination for default. Government maintains that contractor, for 26 months, had failed to complete punch list items.

2. Defaults, Procedure – Cure Notice – Failure to Furnish

The contractor disputes termination for default because a cure notice was never issued by the government.

3. Defaults, Government Acts Excusing – Payments – Refusal to Make Progress Payments

The contractor disputes termination for default because of the stoppage of progress payments by the government.

4. Defaults, Government Acts Excusing – Interference – Suspension of Work

The contractor disputes termination for default because of a government ordered lockout.
The contractor was locked out of the jobsite for 75 days after the passage of the contract completion date.

5. Delays – Overhead – Eichleay Formula

The contractor seeks equitable adjustment for extended overhead during government caused delays.

6. Liquidated Damages – Waiver – Delay in Assessment

The contractor disputes accrued liquidated damages.

**Decision**

The court ruled that the contractor was properly terminated by the government. The Federal Acquisition Regulation does not require a pre-termination cure notice or show cause letter before a contractor is terminated. The withholding of progress payments cannot be used as a justification to excuse the termination. The court determined that the financial difficulties experienced by the contractor were not a result of the progress payments but rather a failure on their part to pay their subcontractors in a timely fashion. The government ordered lock out while seemingly unreasonable, does not nullify the termination either as it was ordered after the contract completion date. The court also found the contractor was entitled to extended overhead as calculated by the Eichleay formula because there was no evidence of the contractor being in a standby mode during delay periods. Lastly, the court found that the government acted appropriately in assessing liquidated damages to offset the remaining contract balance when the contractor failed to return to the jobsite.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Payment of subcontractors, Communication with Subcontractors
Government – Explanation of contract procedures, Contractor lock out

**General Description**

| | |
|---|---|
| Sample #: | 15 |
| Case Title: | Swanson Products, Inc. |
| Parties: | Swanson Products, Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N68711-92-C-0747 |
| NAVFAC Command: | Southwest Division |
| Location: | Balboa Naval Hospital, San Diego, Ca |
| Type of Project: | Pentamidine Treatment Room |
| Award Amount: | $76,585 |

**Project Description**

Construct a pentamidine treatment room within the confines of Balboa Naval Hospital.

**Legal Issues**

1. Delays – Sequencing and Scheduling – Commencement of Performance

The contractor seeks compensation for alleged government delay regarding a request for the pre-construction conference. The contractor mailed the request letter to the wrong government office.

2. Delays – Approval Delays – Processing Period

The contractor seeks compensation for delays associated with submittal approvals.

3. Delays – Approval Delays – Deviation Request

The contractor seeks compensation for delays associated with structural submittals. The contractor provided non-SE stamped structural drawings.

4. Modifications – Bar to Claims – Release by Contractor

The contractor seeks to claim delay caused compensation regarding an HVAC unit despite signing a broad release covering pertinent claims in a previous modification.

**Decision**

The court ruled that the contractor was not entitled to compensation for delays caused by the late pre-construction conference. The contractor mailed the request letter to the wrong address. Additionally, the court found that the government reviewed all submittals in a timely manner. The contractor is not entitled to compensation for delays caused by non-stamped structural submittals. Lastly, all of the above delay claims related to the HVAC unit were covered by previously negotiated contract modifications.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Pre-Construction conference scheduling, Submittal preparation and submission

**General Description**

| | |
|---|---|
| Sample #: | 16 |
| Case Title: | PW Construction, Inc. |
| Parties: | PW Construction, Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N68711-92-C-6414 |
| NAVFAC Command: | Southwest Division |
| Location: | MCAS El Toro, California |
| Type of Project: | Roofing |
| Award Amount: | $3,943,099 |

**Project Description**

Perform roof repairs and roof structures throughout the MCAS.

**Legal Issues**

1. Modifications – Bar to Claims – Release by Contractor

The contractor seeks compensation from the government for the judgment of a lawsuit by one its subcontractors against itself. One of the project's subcontractors successfully won a lawsuit against the prime contractor during the course of the project.

2. Site Conditions – Contract Indications, Category I – Absence of Mention

The contractor seeks compensation for a differing site condition associated with the presence of metal roofing tiles. The contractor maintains that the roofing tiles constitute latent physical conditions. The contractor claims increased demolition costs related to heavier than expected in-place roofing tiles.

**Decision**

The court ruled that the contractor was not entitled to compensation for a lawsuit that was filed against itself by one its subcontractors. The government was not named as a party in the lawsuit and therefore bears no responsibility for its outcome. The court could not find a line item covering a cost for roofing tile

weight in the contractor's original estimate. As a result of this finding, the in-place tile was determined not to differ materially from the contract.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Bid Development Error (Faulty Methodology), Attempt to pass legal fees to the government, Communication with sub-contractor.

**General Description**

| | |
|---|---|
| Sample #: | 17 |
| Case Title: | Twigg Corporation |
| Parties: | Twigg Corporation vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62477-92-C-3513 |
| NAVFAC Command: | Chesapeake Division |
| Location: | Naval Surface Warfare Center, Indian Head, Md |
| Type of Project: | Building Upgrade |
| Award Amount: | Unspecified |

**Project Description**

Perform building upgrades at the Naval Surface Warfare Center, Indian Head.

**Legal Issues**

1. Mistakes – Mutual Mistake – Unilateral Mistake

The contractor seeks contract reformation because of labor rate estimating errors in both the contract's original bid and a subsequent modification proposal. The contractor's subcontractor used Department of Labor highway wage rates in their estimate. The contract required the use of Davis-Bacon wage rates. The contractor maintains that by negotiating and finalizing the contract modification, the government agreed to the lower wage rates, thereby creating a mutual mistake.

**Decision**

The court ruled that the contractor was not entitled to contract reformation because wage rates were not expressly stated in the original bid proposal. These wage rates were used as the basis for follow-up modification proposals. The negotiation and finalization of a later modification based on bid rates does not constitute a mutual mistake on the part of the government. The contractor bears responsibility for the contents of his bid and/or proposals.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Bid Development Error (Faulty Methodology)
Government- Bid Review (Accuracy)

**General Description**

| | |
|---|---|
| Sample #: | 18 |
| Case Title: | David Boland, Inc. |
| Parties: | David Boland, Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62467-88-C-0657 |
| NAVFAC Command: | Southern Division |
| Location: | Special Forces Trng Ctr, Key West, Florida |
| Type of Project: | Building Construction |
| Award Amount: | $9,304,000 |

**Project Description**

Construct buildings at the Special Forces Training Center in Key West, Florida

**Legal Issues**

1. Site Conditions – Relief for Differing Site Conditions - Notice

The contractor seeks equitable adjustment for costs incurred as a result of a self imposed change in compaction methods. The contractor did not inform the government of its intention to change compaction methods based on actual site conditions.

2. Interpretation of Contracts – Drawings – Omissions

The contractor seeks equitable compensation for electrical wiring that was left out of the contract drawings. The electrical wiring was associated with equipment outlined in the design.

**Decision**

The court ruled that the contractor was not entitled to compensation for either the compaction changes or wiring additions. The contractor did not afford the government the opportunity to negotiate a no-cost change order for the new compaction method. The wiring issue was covered in the contract language stating that the facility and its equipment would be fully operational and therefore it is reasonable to assume that the contractor should have made provisions for the

placement of necessary wiring for required equipment.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Construction method selection, Changes in construction method
Government- Contractor monitoring, missing components (drawings)

**General Description**

| | |
|---|---|
| Sample #: | 19 |
| Case Title: | Hellenic Technodomiki, S.A. |
| Parties: | Hellenic Technodomiki, S.A. vs. NAVFAC |
| Contract Type: | Fixed Price |
| Contract#: | N62490-91-C-1174 |
| NAVFAC Command: | EFA Med |
| Location: | Base Construction, Souda Bay, Crete |
| Type of Project: | Building Construction |
| Award Amount: | Unspecified |

**Project Description**

Construct buildings at the Naval Support Activity, Souda Bay, Crete

**Legal Issues**

1. Interpretation of Contracts – Method of Interpretation – Government's Approval

The contractor seeks equitable adjustment for costs incurred as a result of not being allowed to locate a concrete batch plant at the jobsite. Approval for the batch plant was denied by the contracting officer and the Greek government.

**Decision**

The court ruled that the contractor was not entitled to compensation for the concrete batch plant because the contract did not contain a provision allowing for on-site placement of this type of temporary facility. Additionally, the U.S. government cannot be held responsible for decisions made by another government.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Assumed rights of placement
Government- Explanation of contract requirements at the pre-construction conference

**General Description**

| | |
|---|---|
| Sample #: | 20 |
| Case Title: | Technocratica |
| Parties: | Technocratica. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62475-90-C-1149 |
| NAVFAC Command: | EFA Med |
| Location: | Naval Support Activity Souda Bay, Crete |
| Type of Project: | Park Construction |
| Award Amount: | Unspecified |

**Project Description**

Construct park at the Naval Support Activity, Souda Bay, Crete

**Legal Issues**

1. Modifications – Bar to Claims – Release by Contractor

The contractor seeks equitable adjustment for costs incurred as a result of the government not returning a guarantee letter in a timely fashion.

2. Payments – Completed Performance – Authority to Receive Payment

The contractor claims that payment was not received because it was issued to an individual within the contractor's company. This individual deposited the payment into their personal bank account.

3. Interpretation of Contracts – Contract as a Whole – Liquidated Damages

The contractor maintains that the liquidated damages clause is not valid as it was not located in the contract clause portion of the contract. The liquidated damages clause was located in another section of the contract.

4. Modifications – Reduction of Requirements or Prices – Proof

The contractor seeks a return of its performance guarantee because the government liquidation of the guarantee constituted a downward adjustment of price for which there was no proof.

5. Delays – Government Interference – Access to Work Site

The contractor seeks compensation for costs incurred as a result of not being given access to the jobsite.

6. Modifications – Changes – Change v. Cost Increase

The contractor seeks compensation for costs incurred as a result of site elevation changes in revised drawings.

7. Site Conditions – Inspection – Visibility of Condition

The contractor seeks compensation for costs incurred as a result of a differing site condition.

8. Modifications – Changes – Responsibility for Additional Costs

The contractor seeks compensation for costs incurred as a result of the installation an additional layer of roof venting.

9. Delays – Approved Delays – Overall Job

The contractor seeks compensation for costs incurred as a result of government caused delays.

10. Delays – Approval Delays – Concurrent Delay

The contractor seeks compensation for costs incurred as a result of government caused delays. These government caused delays resulted in concurrent delays throughout the project.

11. Interpretation of Contracts – Electrical Work – Light Fixtures

The contractor seeks compensation for costs incurred as a result of a mistake in interpreting revised drawings.

12. Interpretation of Contracts – Electrical Work – Circuit Breaker

The contractor seeks compensation for costs incurred as a result of a mistake between contract specifications and drawings.

**Decision**

The court ruled the following:

1. The contractor is entitled to compensation for interest and fees accrued as a result of the government erroneously contacting the surety and declaring that the contract had been terminated. The surety billed the contractor for interest and fees.

2. It was determined that the government had properly issued payment to designated company employee. The actions of the contractor's employee are not the responsibility of the government.

3. The court ruled that the liquidated damages clause was valid despite it not being listed in the contract clauses section of the contract.

4. The contractor was entitled to a return of its performance guarantee because the government had adjusted the contract price downward without proof.

5. The contractor was not entitled to costs associated with delayed access to the jobsite because it could not prove how this action adversely affected operations.

6. The contractor was not entitled to costs associated with revised site elevations because it could not prove how this change increased costs.

7. The contractor was not entitled to costs associated with differing site conditions because the changes were plainly visible and there was a failure to seek clarification at the time of bidding.

8. The contractor was entitled to compensation for costs associated with the installation of an additional layer of roof venting.

9. The contractor was not entitled to compensation for government caused delays because it could not prove that the alleged delays resulted in a delay to the overall project.

10. The contractor was not entitled to compensation for delays because it claimed were concurrent with the government's actions. The contractor failed to show a relationship.

11/12. The contractor was not entitled to compensation for mistakes made on their behalf in interpreting the contract drawings in bid development.

**Appeal Sustained in Part**

**Root Causes of Litigation**

Contractor –Interpretation of drawings and specifications, Schedule execution Government- Notification of government caused delays, return of correspondence between owner and project management team, Missing components (drawings), contractor monitoring

**General Description**

| | |
|---|---|
| Sample #: | 21 |
| Case Title: | The Ryan Company |
| Parties: | The Ryan Company vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62470-89-C-2471 |
| NAVFAC Command: | Atlantic Division |
| Location: | Portsmouth Naval Shipyard, Portsmouth, Virginia |
| Type of Project: | Electrical |
| Award Amount: | $1,670,000 |

**Project Description**

Replace electrical switchgear

**Legal Issues**

1. Interpretation of Contracts – Parol Evidence – Extrinsic Evidence

The government seeks to have a claim dismissed by this contractor for an item that was negotiated during a contract modification. A large discrepancy exists between the government and the contractor's interpretation of what was agreed to during the course of negotiations.

**Decision**

The court ruled that the contractor's appeal can stand and should be brought before the court for review because of drastically differing accounts of what transpired at the modification negotiation.

**Appeal Sustained**

**Root Causes of Litigation**

Contractor – Faulty negotiation procedures (Failure to clarify requirements)
Government – Faulty negotiation procedures (Failure to clarify requirements), Pre-Award Design (Failure to clarify requirements)

**General Description**

| | |
|---|---|
| Sample #: | 22 |
| Case Title: | FSEC, Inc. |
| Parties: | FSEC, Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62474-93-C-2414 |
| NAVFAC Command: | Southwest Division |
| Location: | CBC Port Hueneme, California |
| Type of Project: | Painting Facility |
| Award Amount: | $3,918,124 |

**Project Description**

Construct a paint and abrasive blast facility

**Legal Issues**

1. Interpretation of Contracts – Contract as a Whole – Meaning of Every Part

The contractor seeks compensation for work that it considered outside of the scope of work. The contractor claims that the contract was a design-build contract and that he was directed to perform work not covered in the contract.

2. Interpretation of Contracts – Ambiguities, Resolution – Existence of Ambiguity

The contract seeks compensation for perceived ambiguities in the contract regarding the ventilation system.

3. Performance – Duty to Disclose Superior Knowledge – Extent of Government's Obligation

The contractor feels that the government did not properly disclose environmental regulations related to this type of facility and its required ventilation system.

**Decision**

The court ruled that the contractor was not entitled to equitable adjustment due to their interpretation of the contract as being design-build. The court found that the

contract contained both design and performance specifications. It was unreasonable for the contractor to assume this to be a design-build contract based on these facts. Additionally, the court found that the specifications for the ventilation system were sufficient enough for procurement and installation. The government specification need not be perfect in order for the contractor to proceed. Lastly, the government was not responsible for communicating every environmental regulation related to this type of project. The contractor is experienced in this type of project and should have been aware of regulatory restrictions surrounding paint facility ventilation systems.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Interpretation of drawings and specifications, Knowledge of environmental regulations

Government – Explanation of contract requirements at the pre-construction conference, clarity of requirements (drawings)

**General Description**

| | |
|---|---|
| Sample #: | 23 |
| Case Title: | Skip Kirchdorfer, Inc. |
| Parties: | Skip Kirchdorfer, Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62470-81-C-1403 |
| NAVFAC Command: | Atlantic Division |
| Location: | U.S. Naval Base, Guantanamo Bay, Cuba |
| Type of Project: | Structural (Gymnasium) |
| Award Amount: | Unspecified |

**Project Description**

Construct a new gymnasium at Guantanamo Bay, Cuba.

**Legal Issues**

1. Delays – Approved Delays – Contractor Submittals

The contractor seeks compensation for alleged delays caused by confusion as to submittal procedures.

2. Delays – Weather – Forseeability

The contractor seeks a 40-day extension to the contract completion date due to excessive rainfall.

3. Delays – Issuance Delays – Modifications

The contractor seeks a 60–day extension to the contract for a nine-month delay in the government issuing a contract modification.

4. Delays – Measurement – Suspension of Work

The contractor seeks an 8-day time extension to the contract completion date due to an erroneous stop work order issued by the government.

5. Delays – Adjustments – Supply Problems

The contractor seeks a contract extension for a delay associated with the delivery of an electrical transformer. The contractor elected to order the transformer through the Navy supply system.

6. Performance – Interference by Government – Government Furnished Information

The contractor seeks a contract extension for a delay in contract drawing (electrical supply installation) receipt from the government.

7. Performance – Interference by Government – Failure to Object

The contractor seeks a contract extension because the government failed to recognize an omission on the part of the contractor in the installation of an uninterrupted power supply unit.

8. Delays – Government Interference – Government Deliveries

The contractor seeks an extension to the contract for delays associated with government delivery of material. The government granted a 25-day extension for this issue. The contractor seeks additional time.

9. Delays – Adjustments – Proof

The contractor seeks an extension to the contract for delays associated with government permission to interrupt power. The contractor maintains that they were unable to proceed at various points in the project due to delays in government approval.

10. Liquidated Damages – Amount – Reasonableness

The contractor disputes the liquidated damages rate outlined in the contract.

**Decision**

1. The contractor was not entitled to a time extension due to confusion about submittal procedures because he failed to show how this impacted or delayed the project.

2. The contractor was not entitled to the full 40-day extension because the court found that there were 9.5 days of abnormal levels of rain. The contractor was granted 9.5 days of additional time.

3. The contractor was not entitled to a 60-day time extension for the nine-month turnaround time on a contract modification because he failed to show how this delayed or impacted performance. The contractor's argument was rejected because of a lack of evidence.

4. The contractor was not entitled to a full 8-day extension for an erroneous stop work order because he failed to show that he had to remobilize. The court granted a 2-day extension.

5. The contractor was not entitled to a contract extension due to delays associated with the receipt of an electrical transformer. The contractor opted to order the transformer through the Navy Supply system vice a private contractor. The government is not responsible for this decision on the part of the contractor.

6. The contractor was entitled to a contract extension for the government not promptly issuing UPS drawings. The contractor failed to show how this adversely impacted the project.

7. The contractor was entitled to a contract extension for the government's failure to identify the absence of an automatic startup function in its submittals. The contractor was responsible for the function as it was outlined in the contract specifications.

8. The contractor was not entitled to a further extension of the contract because of government delays in material delivery. The government had already issued a 25-day extension for this matter. The contractor failed to prove additional delay.

9. The contractor was not entitled to a contract extension due to power disruption notification because he failed to show that the government deviated from the contract. The contract originally required a 15-day and later a 10-day notification period for outages. The government did deny an outage request; however, the contractor failed to prove how this adversely impacted the project.

10. The liquidated damages rate cited in the contract was reasonable because it was less than that proscribed by regulation.

**Appeal Sustained in Part**

**Root Causes of Litigation**

Contractor –Interpretation of drawings and specifications, Weather delay calculations, Communication of pending material delays

Government – Timely issuance of change orders, issuance of change order drawings, operational coordination

**General Description**

| | |
|---|---|
| Sample #: | 24 |
| Case Title: | International Crane Company |
| Parties: | International Crane Company vs. NAVFAC |
| Contract Type: | Fixed Price |
| Contract #: | N62477-90-C-0044 |
| NAVFAC Command: | Chesapeake Division |
| Location: | Bainbridge Naval Training Center, Maryland |
| Type of Project: | Asbestos Removal |
| Award Amount: | $5,092,903 |

**Project Description**

Removal and disposal of friable asbestos at the Bainbridge Naval Training Center

**Legal Issues**

1. Disputes, General – Standing – Dissolved Corporation

The government requests to have an appeal dismissed because of the dissolution of a corporate charter. The contractor is seeking equitable adjustment for various contract modifications.

**Decision**

The court ruled that the contractor's appeal can stand and should be reviewed because the surviving company officers had submitted the claim prior to dissolution.

**Appeal Sustained**

**Root Causes of Litigation**

Government – Knowledge of local statutes covering dissolved corporations (Contractor rights after dissolution)

**General Description**

| | |
|---|---|
| Sample #: | 25 |
| Case Title: | J&W Allen Const Co. |
| Parties: | J&W Allen Const Co. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price (8a) |
| Contract #: | N62467-94-C-9691 |
| NAVFAC Command: | EFA Midwest |
| Location: | Great Lakes Naval Training Center, Illinois |
| Type of Project: | Underground Storage Tank Removal |
| Award Amount: | $479,000 |

**Project Description**

The Removal and disposal of three Underground Storage Tanks at the Great Lakes Naval Training Center.

**Legal Issues**

1. Interpretation of Contracts – Clear Meaning – Contractor's Responsibility

The government requests to have an appeal dismissed for additional compensation related to shoring. The government claims that the contract provides for the work in question.

2. Pricing of Adjustments – Proof – Differentiation from Compensated Work

The contractor is seeking an equitable adjustment to the contract price for extra shoring and other work. The contractor maintains that previous bilateral contract modifications failed to cover these additional costs.

**Decision**

On issue #1, the court ruled that the contractor's appeal for additional compensation requires a trial. The government's and contractor's interpretation of the contract differs to such a degree as to warrant review at trial. On issue #2, the court found that the contractor was not, at this time, entitled to compensation

claimed for additional work because they (contractor) had failed to show where previous bilateral contract modifications did not provide applicable adjustment.

**Appeal Sustained in Part**

**Root Causes of Litigation**

Contractor – Missing adjustment proposals, Negotiation Procedures (Failure to clarify requirements)
Government – Negotiation Procedures (Failure to clarify requirements), On-site guidance to the contractor

**General Description**

| | |
|---|---|
| Sample #: | 26 |
| Case Title: | Overstreet Elect Co., Inc. |
| Parties: | Overstreet Elect Co., Inc. vs. NAVFAC |
| Contract Type: | Fixed Price |
| Contract #: | N62467-98-C-3128 |
| NAVFAC Command: | Unknown |
| Location: | NAS (Specific Location Unknown) |
| Type of Project: | Replacement of a Rotating Beacon |
| Award Amount: | $139,500 |

**Project Description**

Replacement of an airfield rotating directional beacon

**Legal Issues**

1. Delays – Extensions of Time – Responsibility for Delays

The contractor seeks an extension of time because of delays caused by government approval of submittals.

2. Acceptance of Performance – Rejection of Nonconforming Items – Functional Equivalency

The contractor disputes the government's rejection of two proposals for substituted beacons.

3. Delays – Suspension of Work – Proof of Suspension

The contractor seeks to use the submission of two value engineering proposals as the basis for a contract time extension.

4. Value Engineering – Savings to Be Shared – Instant Contract Savings

The contractor seeks to claim the instant cost savings associated with an approved value engineering proposal.

5. Disputes, Jurisdiction – Court of Federal Claims – Value Engineering Claims

The government seeks to have a contract clause associated with the VECP upheld. The clause states that the VECP is not subject to board review and that the

contracting officer would be the "sole determiner" of cost savings associated with the VECP.

**Decision**

1. The court found that the contractor was not entitled to a contract extension due to the government's rejection of beacon submittals. The contractor submitted information that did not comply with the contract specifications.

2. The court found that the government properly rejected the contractor's VECP proposals, as they did not submit equivalent beacons.

3. The contractor was not granted a time extension based on the submission of VECP's because the contract did not call for the suspension of work while such proposals were outstanding. The contractor was bound to continue his work.

4. The contractor was entitled to the difference between instant contract savings and the amount of money withheld by the government for their share of the savings.

5. The government's inclusion of a clause restricting board review did not eliminate board jurisdiction. The board did find that the government's amount of claimed savings was reasonable.

**Appeal Sustained in Part**

**Root Causes of Litigation**

Contractor – Material/Equipment selection, Submittal preparation and submission
Government – Explanation of contract requirements at the pre-construction conference, Timely response to submittals, Explanation of contract requirements (Post Award)

**General Description**

| | |
|---|---|
| Sample #: | 27 |
| Case Title: | Costello Industries, Inc. |
| Parties: | Costello Industries, Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62467-93-C-5682 |
| NAVFAC Command: | Southern Division |
| Location: | NAS Meridian, Mississippi |
| Type of Project: | Runway Repair |
| Award Amount: | Unspecified |

**Project Description**

Perform runway repairs.

**Legal Issues**

1. Site Conditions – Conditions Differing From Those Ordinarily Encountered - Concrete

The contractor seeks compensation for unusually hard concrete. The contractor argues that the concrete aggregate hardness is not in keeping with that found in the region.

2. Taxes – Solicitation Representations – Omission From Bid Price

The contractor seeks compensation for state taxes. The contractor claims that the contract did not clearly summarize state tax requirements.

**Decision**

The court ruled that the contractor was entitled to additional compensation due an unusual site condition (abnormally hard concrete). The contractor produced an independent expert verifying such conditions. The government maintained that the contractor had been given access to the site prior to bidding. The court found this argument to be faulty. On the issue of taxes, the court found that the contract

clearly summarized the state tax requirements and therefore the contractor was not entitled to additional compensation.

**Appeal Sustained in Part**

**Root Causes of Litigation**

Contractor – Interpretation of drawings or specifications
Government – In-place site conditions verification, Explanation of contract requirements (Post Award)

**General Description**

| | |
|---|---|
| Sample #: | 28 |
| Case Title: | Thomas and Sons, Inc. |
| Parties: | Thomas and Sons, Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62472-94-C-5259 |
| NAVFAC Command: | Northern Division |
| Location: | NAS Lakehurst, New Jersey |
| Type of Project: | Runway Arrest Landing System Facility |
| Award Amount: | $811,500 |

**Project Description**

Construct a Runway Arrest Landing System facility at NAS Lakehurst, New Jersey.

**Legal Issues**

1. Defaults, Grounds – Failure to Progress – Completion Date

The contractor disputes its termination for default.

2. Defaults, Grounds – Failure to Progress - Proof

The contractor challenges their termination on the grounds that they completed a sufficient portion of the work.

3. Modifications – Bar to Claims – Waiver of Claims

The contractor claims to have been delayed by a government failure to notify them that they had to sweep the job-site for unexploded ordinance prior to the commencement of work. The government issued a modification extending the contract period.

4. Defaults, Excuses – Specification Problems – Failure to Furnish

The contractor claims to have been delayed by the government's failure to promptly provide a complete copy of specifications related to an air control tower and to incorporate them into the contract by way of modification.

**Decision**

1. The court found that the government properly terminated the contract. The contractor had failed to show an appropriate amount of progress. There was no reasonable chance of the project being completed by the contract completion date. Even after the government had issued a modification extending the contract completion date, the contractor had only finished 6% of the work.

2. The contractor's appeal for reversal of termination on the grounds that an appropriate amount of work had been completed was denied. The contractor claimed to have completed 25% of the project. The court found that only 8% had been completed.

3. The contractor was denied using government caused delays for a justification of his termination. The government had previously issued a bilateral contract modification covering these delays. An extension to the contract completion date was provided for in these negotiations.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Interpretation of drawings and specifications, Knowledge of the termination process
Government – Explanation of contract requirements at the pre-construction conference, Explanation of contract requirements (Post Award), Explanation of related environmental regulations

**General Description**

| | |
|---|---|
| Sample #: | 29 |
| Case Title: | RQ Construction, Inc. |
| Parties: | RQ Construction, Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N68711-94-C-1499 |
| NAVFAC Command: | Southwest Division |
| Location: | San Diego, California |
| Type of Project: | Masonry Block Building |
| Award Amount: | $6,309,630 |

**Project Description**

Construct a masonry block building using metric sized block.

**Legal Issues**

1. Interpretation of Contracts – Contract Documents - Amendments

The contractor seeks compensation for the lack of availability of metric sized block. The government later issued a contract amendment giving the contractor the option of using standard sized block.

2. Mistakes – Mutual Mistakes – Government Knowledge

The contractor claims that the government mistakenly required metric sized block when there were no available vendors.

3. Mistakes – Relief After Award – Business Judgment

The contractor seeks contract reformation due to the inclusion of the metric sized block.

4. Performance – Duty to Disclose Superior Knowledge – Readily Available Information

The contractor maintains that the government violated its duty to cooperate by not fully disclosing information regarding vendors who could provide metric sized block.

5. Performance – Impossibility of Performance – Burden of Proof

The government moves for dismissal of the appeal on the grounds that the metric sized block was commercially available and that the contractor made no attempt to locate vendors prior to submitting it bid.

**Decision**

1. The contractor was not entitled to compensation for the use of metric sized block because the government amended the contract. The amendment allowed the contractor the opportunity to use standard block.

2. The court found that a mutual mistake on the part of the government did not take place because the ultimate supplier was the only identified source. Prior to contract award, the government did identify the source.

3. The court ruled that the contractor was not entitled to contract reformation due to errors in their bid relating to the block. The court determined that errors in the bid were due to poor business judgment on the part of the contractor.

4. The government did not violate its requirement to be forthcoming with the contractor. Information related to the block was available through sources other than the government.

5. The court dismissed the appeal on the grounds that the contractor failed to show impossibility in the performance of its contractual duties.

**Appeal Denied**

**Root Causes of Litigation**

Contractor – Interpretation of drawings and specifications
Government – Clarity of contract requirements (Pre-Award), Communication of changed requirements, Inclusion of metric requirements

**General Description**

| | |
|---|---|
| Sample #: | 30 |
| Case Title: | DCO Construction, Inc. |
| Parties: | DCO Construction, Inc. vs. NAVFAC (U.S. Navy) |
| Contract Type: | Fixed Price |
| Contract #: | N62467-96-C-0761 |
| NAVFAC Command: | Southern Division |
| Location: | NAS Pensacola, Florida |
| Type of Project: | Hangar Conversion |
| Award Amount: | $3,604,100 |

**Project Description**

Convert an aircraft hangar into a shopping mall.

**Legal Issues**

1. Disputes, Jurisdiction – Board of Contract Appeals – Dissolved Corporations

The government maintains that a dissolved corporation can no longer pursue claims for a given project.

2. Disputes, Procedure – Prior Decisions – Issues Determined

The contractor desires to bring previous issues before the board because they had not been decided. The issues at hand were initially dismissed due to a lack of prosecution.

3. Delays – Overhead – Standby Requirement

The government seeks to have a contractor's claim for extended overhead dismissed because the contractor did not plead a standby position.

**Decision**

1. The court ruled that the surviving members of the corporation may pursue any business required to wrap up its affairs. The contractor can proceed with its claim.

2. The contractor can bring previously dismissed claims before the court because those items were not decided.

3. The contractor can bring its claim for extended overhead because there is no requirement for proof to be pleaded.

**Appeal Sustained**

**Root Causes of Litigation**

Government –Knowledge of Florida state civil law (Contractor rights after dissolution), Knowledge of ASBCA procedures

# APPENDIX E: ANOVA TABLES

Inter of Contracts

SUMMARY

| Groups | Count | Sum | Average | Variance |
|---|---|---|---|---|
| Column 1 | 11 | 129 | 11.72727 | 41.81818 |
| Column 2 | 10 | 46 | 4.6 | 16.04444 |

ANOVA

| Source of Variation | SS | df | MS | F | P-value | F crit |
|---|---|---|---|---|---|---|
| Between Groups | 266.0848 | 1 | 266.0848 | 8.986448 | 0.007399 | 4.380752 |
| Within Groups | 562.5818 | 19 | 29.60957 | | | |
| Total | 828.6667 | 20 | | | | |

Delay

SUMMARY

| Groups | Count | Sum | Average | Variance |
|---|---|---|---|---|
| Column 1 | 11 | 41 | 3.727273 | 7.618182 |
| Column 2 | 10 | 37 | 3.7 | 5.344444 |

ANOVA

| Source of Variation | SS | df | MS | F | P-value | F crit |
|---|---|---|---|---|---|---|
| Between Groups | 0.003896 | 1 | 0.003896 | 0.000596 | 0.980784 | 4.380752 |
| Within Groups | 124.2818 | 19 | 6.541148 | | | |
| Total | 124.2857 | 20 | | | | |

Disputes

SUMMARY

| Groups | Count | Sum | Average | Variance |
|---|---|---|---|---|
| Column 1 | 11 | 30 | 2.727273 | 12.21818 |
| Column 2 | 10 | 44 | 4.4 | 8.933333 |

ANOVA

| Source of Variation | SS | df | MS | F | P-value | F crit |
|---|---|---|---|---|---|---|
| Between Groups | 14.65628 | 1 | 14.65628 | 1.374601 | 0.255514 | 4.380752 |
| Within Groups | 202.5818 | 19 | 10.6622 | | | |
| Total | 217.2381 | 20 | | | | |

Performance

SUMMARY

| Groups | Count | Sum | Average | Variance |
|---|---|---|---|---|
| Column 1 | 11 | 34 | 3.090909 | 4.090909 |
| Column 2 | 10 | 21 | 2.1 | 3.655556 |

ANOVA

| Source of Variation | SS | df | MS | F | P-value | F crit |
|---|---|---|---|---|---|---|
| Between Groups | 5.14329 | 1 | 5.14329 | 1.32399 | 0.264153 | 4.380752 |
| Within Groups | 73.80909 | 19 | 3.884689 | | | |
| Total | 78.95238 | 20 | | | | |

Modifications

SUMMARY

| Groups | Count | Sum | Average | Variance |
|---|---|---|---|---|
| Column 1 | 11 | 31 | 2.818182 | 2.963636 |
| Column 2 | 10 | 22 | 2.2 | 2.622222 |

ANOVA

| Source of Variation | SS | df | MS | F | P-value | F crit |
|---|---|---|---|---|---|---|
| Between Groups | 2.001732 | 1 | 2.001732 | 0.714416 | 0.4085 | 4.380752 |
| Within Groups | 53.23636 | 19 | 2.801914 | | | |
| Total | 55.2381 | 20 | | | | |

Site Conditions

SUMMARY

| Groups | Count | Sum | Average | Variance |
|---|---|---|---|---|
| Column 1 | 11 | 27 | 2.454545 | 2.272727 |
| Column 2 | 10 | 18 | 1.8 | 2.844444 |

ANOVA

| Source of Variation | SS | df | MS | F | P-value | F crit |
|---|---|---|---|---|---|---|
| Between Groups | 2.244156 | 1 | 2.244156 | 0.882296 | 0.359362 | 4.380752 |
| Within Groups | 48.32727 | 19 | 2.543541 | | | |
| Total | 50.57143 | 20 | | | | |

Quality

SUMMARY

| Groups | Count | Sum | Average | Variance |
|---|---|---|---|---|
| Column 1 | 11 | 18 | 1.636364 | 1.454545 |
| Column 2 | 10 | 10 | 1 | 0.888889 |

ANOVA

| Source of Variation | SS | df | MS | F | P-value | F crit |
|---|---|---|---|---|---|---|
| Between Groups | 2.121212 | 1 | 2.121212 | 1.787634 | 0.197003 | 4.380752 |
| Within Groups | 22.54545 | 19 | 1.186603 | | | |
| Total | 24.66667 | 20 | | | | |

Default

SUMMARY

| Groups | Count | Sum | Average | Variance |
|---|---|---|---|---|
| Column 1 | 11 | 17 | 1.545455 | 2.072727 |
| Column 2 | 10 | 7 | 0.7 | 0.677778 |

ANOVA

| Source of Variation | SS | df | MS | F | P-value | F crit |
|---|---|---|---|---|---|---|
| Between Groups | 3.744156 | 1 | 3.744156 | 2.65174 | 0.119905 | 4.380752 |
| Within Groups | 26.82727 | 19 | 1.411962 | | | |
| Total | 30.57143 | 20 | | | | |

Liquidated Damages

SUMMARY

| Groups | Count | Sum | Average | Variance |
|---|---|---|---|---|
| Column 1 | 11 | 9 | 0.818182 | 0.763636 |
| Column 2 | 10 | 12 | 1.2 | 2.844444 |

ANOVA

| Source of Variation | SS | df | MS | F | P-val |
|---|---|---|---|---|---|
| Between Groups | 0.763636 | 1 | 0.763636 | 0.436543 | 0.516 |
| Within Groups | 33.23636 | 19 | 1.749282 | | |
| Total | 34 | 20 | | | |

Total Cases

SUMMARY

| Groups | Count | Sum | Average | Variance |
|---|---|---|---|---|
| Column 1 | 11 | 417 | 37.90909 | 198.4909 |
| Column 2 | 10 | 249 | 24.9 | 208.9889 |

ANOVA

| Source of Variation | SS | df | MS | F | P-val |
|---|---|---|---|---|---|
| Between Groups | 886.4766 | 1 | 886.4766 | 4.356929 | 0.050 |
| Within Groups | 3865.809 | 19 | 203.4636 | | |
| Total | 4752.286 | 20 | | | |

Duration

SUMMARY

| Groups | Count | Sum | Average | Variance |
|---|---|---|---|---|
| Column 1 | 11 | 51.35854 | 4.668958 | 1.837784 |
| Column 2 | 10 | 59.64308 | 5.964308 | 1.672404 |

ANOVA

| Source of Variation | SS | df | MS | F | P-val |
|---|---|---|---|---|---|
| Between Groups | 8.789163 | 1 | 8.789163 | 4.995415 | 0.037 |
| Within Groups | 33.42947 | 19 | 1.759446 | | |
| Total | 42.21864 | 20 | | | |

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# VITA

Jeffrey Joseph Kilian was born on July 8, 1967 in Spokane Washington. Upon completion of work at Mission Bay High School in San Diego, California, he entered the United States Marine Corps. After the completion of a four year tour with the Marine Corps, Jeffrey studied Civil Engineering at San Diego State University. He received a Bachelor of Science in Civil Engineering in May 1994. He entered the United States Navy as a Civil Engineer Corps Officer in June 1994. He currently holds the rank of Lieutenant and is a registered Professional Engineer in the state of California. Jeffrey entered the University of Texas at Austin Graduate School in May 2002 under the U.S. Navy Graduate Education Program.

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